

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
	<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY CODE	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)

**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 number, date)

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

12a. 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 \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ (hour) local time \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)

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

AMOUNTS

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NUMBER	DATE								

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

## Section A - Solicitation/Contract Form

## Section B - Supplies or Services and Prices/Cost

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Command Post Bldg 90208 - Bldg/ Construction. The contractor shall furnish all labor, materials, tools, supervision and equipment, and perform all operations necessary to accomplish all work, complete in place, consisting of, but not limited to the demolition, paint, and infrastructure renovation of existing partial area located in Bldg 90208, in accordance with the attached Specifications and Drawings. Product Service Code: Z2AZ Firm Fixed Price	1.0	Job		
0002	Command Post Bldg 90208 - Telecommunications/Communications. This CLIN is specifically for the Telecommunication portion of the work to be completed by the contractor in accordance with the attached Specifications (Division 27) and Drawings T-001 through T-401 (pgs. 40-48). Product Service Code: Z2AZ Firm Fixed Price	1.0	Job		

## **Section C - Description/Specifications/Statement of Work**

### **Requirements**

The work includes, demolitions, paint, infrastructure to support renovation of existing partial area located in Bldg 90208. Primary area of renovation will be the JPG Area and partial areas of the Command Post to aid in centralizing communications to the existing battle staff. Modifications to the areas shall include installations and modifications of a raised floor and system for communications and servers. The existing HVAC system will be modified and re-configured as indicated.

## Section D - Packaging and Marking

## Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-12 Inspection of Construction (AUG 1996)

### 0001 Inspection and Acceptance Location

Both  
Destination  
Instructions: N/A

DoDAAC: F2F323  
Cage:  
DunsNumber:  
Duns4Number:  
CountryCode: USA

1 SOCES CEOE  
415 INDEPENDENCE RD  
AF BPN NO MILSBILLS PROCESSES  
HURLBURT FIELD, FL 32544 5267  
United States

OfficeCode:  
Paul Kendrick  
Telephone: 850-884-4550  
Email: paul.kendrick@us.af.mil

### 0002 Inspection and Acceptance Location

Both  
Destination  
Instructions: N/A

DoDAAC: F2F323  
Cage:  
DunsNumber:  
Duns4Number:  
CountryCode: USA

1 SOCES CEOE  
415 INDEPENDENCE RD  
AF BPN NO MILSBILLS PROCESSES  
HURLBURT FIELD, FL 32544 5267  
United States

OfficeCode:  
Paul Kendrick  
Telephone: 850-884-4550  
Email: paul.kendrick@us.af.mil

## Section F - Deliveries or Performance

### CLAUSES INCORPORATED BY REFERENCE

52.247-34 F.o.b. Destination (NOV 1991)

### CLAUSES INCORPORATED BY FULL TEXT

52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 300 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 Liquidated Damages--Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$191.11 for each calendar day of delay until the work is completed or accepted.  
 (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

<b>0001</b>	<b>Delivery Schedule</b>	<b>Ship To Address</b>
	Delivery Schedule From date of lead time event to completion of performance 300 Calendar Days Date of Notice to Proceed Receipt	Place of Performance  DoDAAC: F2F323 Cage: DunsNumber: Duns4Number: CountryCode: USA  1 SOCES CEOE 415 INDEPENDENCE RD AF BPN NO MILSBILLS PROCESSES HURLBURT FIELD, FL 32544 5267 United States  OfficeCode: Paul Kendrick Telephone: 850-884-4550 Email: paul.kendrick@us.af.mil
<b>0002</b>	<b>Delivery Schedule</b>	<b>Ship To Address</b>
	Delivery Schedule From date of lead time event to completion of performance 300 Calendar Days Date of Notice to Proceed Receipt	Place of Performance  DoDAAC: F2F323 Cage: DunsNumber: Duns4Number: CountryCode: USA  1 SOCES CEOE 415 INDEPENDENCE RD AF BPN NO MILSBILLS PROCESSES HURLBURT FIELD, FL 32544 5267 United States



OfficeCode:  
Paul Kendrick  
Telephone: 850-884-4550  
Email: paul.kendrick@us.af.mil

## Section G - Contract Administration Data

### CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions (OCT 2005)

### CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 Wide Area WorkFlow Payment Instructions (DEC 2018)

(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.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 Defense Federal Acquisition Regulation Supplement Part 252--Solicitation Provisions and Contract Clauses 1998 EDITION 252.232-6 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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

- (1) Document type. The Contractor shall submit payment requests using the following document type(s):

Construction Invoice

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Construction Invoice

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

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

Routing Data Table\*

-----  
 Field Name in WAWF Data to be entered in WAWF  
 -----

Pay Official DoDAAC F87700  
 Issue By DoDAAC FA4417  
 Admin DoDAAC FA4417  
 Inspect By DoDAAC F2F323  
 Ship To Code F2F323  
 Ship From Code \_\_\_\_  
 Mark For Code \_\_\_\_  
 Service Approver (DoDAAC) F2F323  
 Service Acceptor (DoDAAC) F2F323  
 Accept at Other DoDAAC \_\_\_\_  
 LPO DoDAAC \_\_\_\_  
 DCAA Auditor DoDAAC \_\_\_\_  
 Other DoDAAC(s) \_\_\_\_  
 -----

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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, Richard T. Beaty: richard.beaty.3@us.af.mil  
 Contract Specialist, Kevin Rivera : kevin.rivera\_rosado.2@us.af.mil  
 Contract Specialist, Melissa Mattis: melissa.mattis@us.af.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

## Section H - Special Contract Requirements

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions (NOV 2013)  
 52.203-3 Gratuities (APR 1984)  
 52.203-5 Covenant Against Contingent Fees (MAY 2014)  
 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)  
 52.203-7 Anti-Kickback Procedures (MAY 2014)  
 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)  
 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)  
 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)  
 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)  
 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)  
 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)  
 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)  
 52.204-13 System for Award Management Maintenance (OCT 2018)  
 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016)  
 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)  
 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)  
 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 (OCT 2018)  
 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)  
 52.215-2 Audit and Records--Negotiation (OCT 2010)  
 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)  
 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data--Modifications (AUG 2011)  
 52.215-13 Subcontractor Certified Cost or Pricing Data--Modifications (OCT 2010)  
 52.215-19 Notification of Ownership Changes (OCT 1997)  
 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications (OCT 2010)  
 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)  
 52.219-8 Utilization of Small Business Concerns (OCT 2018)  
 52.219-14 Limitations on Subcontracting (JAN 2017)  
 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)  
 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)  
 52.222-3 Convict Labor (JUNE 2003)  
 52.222-4 Contract Work Hours and Safety Standards --Overtime Compensation (MAY 2018)  
 52.222-6 Construction Wage Rate Requirements (AUG 2018)  
 52.222-7 Withholding of Funds (MAY 2014)  
 52.222-8 Payrolls and Basic Records (AUG 2018)  
 52.222-9 Apprentices and Trainees (JULY 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)  
 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014)  
 52.222-21 Prohibition of Segregated Facilities (APR 2015)  
 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)  
 52.222-26 Equal Opportunity (SEP 2016)  
 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)  
 52.222-37 Employment Reports on Veterans (FEB 2016)  
 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)  
 52.222-50 Combating Trafficking in Persons (JAN 2019)  
 52.222-54 Employment Eligibility Verification (OCT 2015)  
 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)  
 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)  
 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)  
 52.223-3 Hazardous Material Identification & Material Safety Data (JAN 1997)

52.223-5 Pollution Prevention & 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 (AUG 2018)  
 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)  
 52.223-21 Foams (JUN 2016)  
 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 (AUG 2018)  
 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014)  
 52.228-14 Irrevocable Letter of Credit (NOV 2014)  
 52.228-15 Performance and Payment Bonds--Construction (OCT 2010)  
 52.229-3 Federal, State, and Local Taxes (FEB 2013)  
 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)  
 52.232-17 Interest (MAY 2014)  
 52.232-18 Availability of Funds (APR 1984)  
 52.232-23 Assignment of Claims (MAY 2014)  
 52.232-27 Prompt Payment for Construction Contracts (JAN 2017)  
 52.232-33 Payment by Electronic Funds Transfer--System for Award Management (OCT 2018)  
 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)  
 52.236-4 Physical Data (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 Specifications and Drawings for Construction--Alternate I (APR 1984)  
 52.236-26 Preconstruction Conference (FEB 1995)  
 52.242-13 Bankruptcy (JUL 1995)  
 52.242-14 Suspension of Work (APR 1984)  
 52.243-4 Changes (JUN 2007)  
 52.244-6 Subcontracts for Commercial Items (JAN 2019)  
 52.246-21 Warranty of Construction (MAR 1994)  
 52.248-3 Value Engineering--Construction (OCT 2015)  
 52.249-2 Termination for Convenience of the Government (Fixed-Price)--Alternate I (SEP 1996)  
 52.249-10 Default (Fixed-Price Construction) (APR 1984)  
 52.253-1 Computer Generated Forms (JAN 1991)  
 252.201-7000 Contracting Officer's Representative (DEC 1991)  
 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)  
 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)  
 252.204-7003 Control of Government Personnel Work Product (APR 1992)  
 252.204-7004 Alternate A, Annual Representations and Certifications (APR 2019)  
 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 (MAY 2019)

252.223-7001 Hazard Warning Labels (DEC 1991)  
 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic (SEP 2014)  
 252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)  
 252.225-7048 Export-Controlled Items (JUNE 2013)  
 252.227-7033 Rights in Shop Drawings (APR 1966)  
 252.231-7000 Supplemental Cost Principles (DEC 1991)  
 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)  
 252.232-7010 Levies on Contract Payments (DEC 2006)  
 252.236-7000 Modification Proposals--Price Breakdown (DEC 1991)  
 252.236-7001 Contract Drawings and Specifications (AUG 2000)  
 252.243-7001 Pricing of Contract Modifications (DEC 1991)  
 252.247-7023 Transportation of Supplies by Sea--Basic (FEB 2019)

#### CLAUSES INCORPORATED BY FULL TEXT

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

#### 52.225-10 Notice of Buy American Requirement--Construction Materials (MAY 2014)

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

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

(c) Evaluation of offers.

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



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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.222-35 Equal Opportunity for Veterans (OCT 2015)

(a) Definitions. As used in this clause-

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

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

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

(End of clause)

#### 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items (MAY 2008)

(a) Definitions. As used in this clause-

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

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

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

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

(2) Submit this estimate to:

1st Special Operations Contracting Squadron  
350 Tully Street, Building 90339  
Hurlburt Field, FI 32544

(End of clause)

52.225-9 Buy American--Construction Materials (MAY 2014)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

"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:

None

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

(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... \_\_\_\_\_  
 -----

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

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

(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):

<https://www.acquisition.gov/>

(End of clause)

#### 52.252-6 Authorized Deviations in Clauses (APR 1984)

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

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

(End of clause)

### **AFFARS Clauses Incorporated by Full Text**

#### 5352.201-9101 Ombudsman 6/1/2016

"(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, Lt Col Tina C. Benivegna, 427 Cody Avenue, Bldg 90333, Hurlburt Field, FL 32544-5407, Phone: (850)884-3990, FAX: (850)884-2476, e-mail: tina.benivegna@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/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."

### 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) 11/1/2012

"(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.]"

## **Section J - List of Attachments**

- Attachment 1 - Specifications, dated 30 January 2019 (591 pages)
- Attachment 2 - Drawings, dated 30 January 2019 (48 pages)
- Attachment 3 - Wage Determination, dated 4 January 2019 (9 pages)
- Attachment 4 - Past Present Performance Questionnaire, dated 16 July 2019 (5 pages)
- Attachment 5 - Financial Reference Sheet, dated 16 July 2019 (1 page)
- Attachment 6 - Additional Contractor Information, dated 3 July 2019 (3 pages)
- Attachment 7 - 50 Division Construction Cost Estimate Worksheet (Excel worksheet with 48 tabs)

## Section K - Representations, Certification, and other Statements of Offerors

### CLAUSES INCORPORATED BY REFERENCE

- 52.203-2 Certificate of Independent Price Determination (APR 1985)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (JAN 2017)
- 52.204-8 Annual Representations and Certifications (OCT 2018)
- 52.204-17 Ownership or Control of Offeror (JUL 2016)
- 52.204-20 Predecessor of Offeror (JUL 2016)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (NOV 2015)
- 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)
- 52.209-7 Information Regarding Responsibility Matters (OCT 2018)
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)
- 52.209-13 Violation of Arms Control Treaties or Agreements--Certification (JUN 2018)
- 52.219-1 Small Business Program Representations--Alternate I (SEP 2015)
- 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (FEB 2016)
- 52.223-1 Biobased Product Certification (MAY 2012)
- 52.223-4 Recovered Material Certification (MAY 2008)
- 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation (DEC 2016)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (AUG 2018)
- 52.236-28 Preparation of Proposals--Construction (OCT 1997)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 252.204-7007 Alternate A, Annual Representations and Certifications (APR 2019)

## Section L - Instrs., Conds., and Notices to Offerors

### CLAUSES INCORPORATED BY REFERENCE

- 52.204-7 System for Award Management (OCT 2018)
- 52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2017)
- 52.216-1 Type of Contract (APR 1984)
- 52.222-5 Construction Wage Rate Requirements--Secondary Site of the Work (MAY 2014)
- 52.232-13 Notice of Progress Payments (APR 1984)
- 52.233-2 Service of Protest (SEP 2006)

### CLAUSES INCORPORATED BY FULL TEXT

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.228-1 Bid Guarantee (SEPT 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.



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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.

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

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

(End of clause)

#### 52.236-27 Site Visit (Construction)--Alternate I (FEB 1995)

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

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

15 August 2019, 1300 hrs Central Daylight Time (CDT)

(c) Participants will meet at --

1st Special Operations Contracting Squadron  
350 Tully St, Bldg 90339,  
Hurlburt Field, FL 32544

(End of Provision)

#### 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

<https://www.acquisition.gov/>

(End of provision)

#### 52.252-5 Authorized Deviations in Provisions (APR 1984)

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

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

(End of provision)

## 1.0 GENERAL INSTRUCTIONS

## 1.1 General Information

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

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

1.1.3 All referenced documents for this solicitation are available on the Federal Business Opportunities website at <http://www.fbo.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 on the Federal Business Opportunities website. 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 19, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

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

Richard T. Beaty, Email: [richard.beaty.3@us.af.mil](mailto:richard.beaty.3@us.af.mil)

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

1.1.7 The Contracting Officer will promptly notify offerors of any decision to exclude them from the competition; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Excluded offerors 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, excluded offerors are entitled to no more than one debriefing for each proposal. The Contracting Officer will notify unsuccessful offerors of the source selection decision in accordance with FAR 15.503. 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 FAR 15.506, as applicable.

1.1.8 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 claimed 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 discussions. This reservation includes matters of additional or substitute pages of the initial proposal.

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

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

## 2.0 SPECIFIC INSTRUCTIONS.

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

2.1.1 Offerors are responsible for submitting proposals (including any revisions, and amendments) so as to reach the Government office designated in this solicitation by the time specified in this solicitation. With exception of hard copy bid bonds which must be hand carried or sent by mail by the time specified in this solicitation, only electronic versions of the proposals will be accepted. Paper copies of proposals will not be evaluated, will be rejected, and will not be considered for award. Proposals may be submitted electronically in one of the following two ways:

2.1.1.1 Contractors may submit proposals by mail via FedEx or UPS to the 1st Special Operations Contracting Squadron at Hurlburt Field, Florida. Mailed proposals must be on a compact disk (CD) and all files must be 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#"). Bid Bonds must be submitted in original hard copy form when delivering proposals to the 1st Special Operations Contracting Squadron at Hurlburt Field, Florida. Contractors should request base access for hand carried proposal or bid bond delivery no later than (NLT) 24-hours prior to the proposal due date/time by sending an email request identifying the company name and list of individuals requesting access to the Contracting Officer identified in paragraph 1.1.5 in the previous section. The address for proposal and bond submission is:

1st Special Operations Contracting Squadron / PKB  
Attention: Richard T. Beaty, Contracting Officer  
350 Tully Street, Building 90339  
Hurlburt Field, FL 32544

2.1.1.2 Proposals may be hand carried submissions of compact disks (CDs) containing electronic files. All documents must be in .pdf format and shall follow the instructions in 2.1.4 below. Title of the documents should include the offerors CAGE code (e.g. "Vol 1 Tech Proposal CAGE#"). Bid Bonds must be submitted in original hard copy form when delivering proposals to the 1st Special Operations Contracting Squadron at Hurlburt Field, Florida. The physical address for hand carried deliveries is 350 Tully Street, Building 90339, Hurlburt Field, Florida 32544. Contractors should request base access for hand carried proposal delivery NLT 24 hours prior to the proposal due date/time by sending an email request identifying the company name and list of individuals requesting access to the Contracting Officer identified in paragraph 1.1.5 in the previous section.

2.1.2 Any proposal, bond, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals will be "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 rely heavily, on the information presented in the offeror's proposal. Proposals shall be neat, indexed (cross-indexed as appropriate) and assembled electronically in an orderly manner. Elaborate artwork 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, subfactor 1 and Subfactor 2; Volume II (a), Past Performance; 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.

2.1.4.2 Electronic Page Size, Format and Limit.

2.1.4.2.1 An electronic page is defined as each face of an 8 1/2" X 11" electronic sheet of paper containing information. Page limits apply to all electronic files whether submitted via compact disk (CD). Pages in excess of the maximum page limits defined below will not be evaluated. For the purposes of formatting, the type font shall not be less than 12 pitch. Pages shall be numbered sequentially by volume.

Volume I - Technical Proposal: 40 Page Limit

Subfactor 1 - 20 Page Limit

Subfactor 2 - 20 Page Limit

Volume II (a) - Past Performance: 20 Page Limit

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

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

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

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

2.1.4.4 Indexing. Electronic files should be titled appropriately so as to easily discern each volume as outlined in paragraph 2.1.4.1. Each file shall contain a more detailed table of contents to delineate the subparagraphs within that file. Tab indexing shall be used to identify sections. Indexing is not included in the page limitations.

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

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

3.1 FACTOR 1, Volume 1 - Technical Proposal (Submit one (1) original and one (1) sanitized copy with CAGE code only in place of Company Name) Sanitized copy shall be provided as a separate file name. (e.g., "Subfactor 1 Sanitized Tech Proposal CAGE#"). Sanitized copy shall include all subfactors.

3.1.1 SUBFACTOR 1 - Project Schedule: Using the provided specifications, the offeror must provide a project schedule and narrative supporting the schedule. The proposal shall describe procedures, processes, and methods for tracking the progress of the project and interface with the Government and contractor team from beginning to end. The project schedule and supporting narrative shall capture the separate work elements of the project, the order of work elements to include project phasing, number of days for each work element, and the identification of long lead time materials. Long lead items such as major equipment, electrical equipment, pre-engineered piping, etc., must be specifically identified in the Technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials. At a minimum, the project schedule must include mobilization, submittals, demolition, and major work elements by specification division, final inspection, demobilization, and close-out documents. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period. The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable form. The AF Form 3064, Contract Progress Schedule may also be used for submission of this item, and is recommended. Offerors should only include the work elements necessary to complete the required work. The AF Form 3064, Contract Progress Schedule shall reflect a 300-day performance period. This list is provided as a guide and is not all inclusive or exclusive. It is the offeror's responsibility to identify all necessary work elements. The form must show major measurable line items of the construction project, percentage/value each line item represents in the total proposal cost and a timeline when each line item is scheduled to be completed. The project schedule itself shall visually depict and address each of the following elements:

3.1.1.1 Identification of separate work elements.

3.1.1.2 Order of work elements to include project phasing (including identification of critical path if required).

3.1.1.3 Number of days for each work element.

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

3.1.2 SUBFACTOR 2 - Management Plan and Qualifications.

3.1.2.1 Management Plan/Approach:

Provide a plan that shows the offeror's overall management plan/approach. This plan shall include the offerors overall management approach with regard to organization, coordination, development, monitoring and control of the construction process. The plan shall also describe the offerors site office organization with regard to levels of management, supervisory experience, personnel authority, and specific positions required to manage requirements throughout construction to completion. The plan shall also describe your material purchasing system and capabilities. Describe how warranty/maintenance support, unforeseen site conditions, design errors, etc. will be handled by your organization. Describe interface with home/site office, subcontractor operations, and construction teams. Describe interface and partnering with government

project managers, contracting officials, inspectors, and users. Finally, the plan shall include an organizational chart with names of assigned personnel and proposed subcontractors and their areas of responsibility for each portion, along with policies and procedures for selection and management of subcontractors. The chart shall also clearly delineate on-site from off-site personnel. The Management Plan must ensure the requirements of the specifications are met at a minimum. The Management Plan shall include the minimum elements for the following components:

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

### 3.1.2.2 Qualifications:

Provide resumes, certifications or licenses that show offeror's personnel has achieved the minimum qualifications. The contractor's key personnel who will be involved in the day-to-day accomplishment of this contract shall include, as a minimum, personnel qualified in the areas identified below. The following sub-paragraphs identify the minimum requirements, certifications, licenses, etc. required for personnel performing activities or acting in a specific capacity:

#### -Program/Project Manager (PM):

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

#### -Superintendent:

Must have a minimum of five (5) years experience in construction with at least two (2) years of those years as a superintendent on projects similar to the relevancy of the required project. Must demonstrate the familiarity with the requirements of EM 385-1-1 and have experience in the areas of hazard identification and safety compliance, to include successful completion of the OSHA 10-hour Training Course within the past three (3) years.

4.0 FACTOR 2, PAST PERFORMANCE. (Submit one (1) copy) Volume II (a) is limited to 20 pages and Volume II (b) - Signed Teaming Agreement has no page limit. Past Performance Questionnaires and Contractor Performance Assessment Reporting System (CPARS) evaluations are not included in the page limitation.

4.1 Volume II (a) - Past Performance - Offerors shall provide adequate past performance information on completed or current contracts (including Federal, State, local government and private) considered most relevant in demonstrating the ability to perform the proposed work as identified within the Specifications. Offerors must provide past performance information to establish Recency and Relevancy on all Federal contracts before State, local government or private contracts. The Government's evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects (See Teaming Agreements, para 4.2), when such information is relevant to the instant acquisition. Offerors are required to explain what aspects of each contract are deemed relevant to complexity and magnitude as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e. aspects of previous projects should match work elements identified in the Solicitation/ specification).

4.1.1 Provide a summary of the previous contracts described above, not to exceed 1 page of past performance information per reference. The summary should explain what aspects of each contract are deemed recent and relevant as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e. aspects of previous projects should match work elements identified in the solicitation/ specification). The summary should not exceed 1 page per reference (maximum total of 20 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

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

a) Recency Assessment:

An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past six (6) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

b) Relevancy Assessment:

The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Technical factor and Cost/Price factor, including their relative order of importance [reference Section M, para 1.1(a)(2)]. Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience involving the type of construction and work elements described in the attached Specifications, Section 01 11 00, paragraph 1.1.1, and costs comparable to the project magnitude as specified in Block 10 for the SF 1442, Request for Proposal. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance.

4.1.2 Complete Section A, Contractor Information, of Attachment 4, Past/Present Performance Questionnaire and mail, or email the attached Past/Present Performance Questionnaire to all past performance references in the list you provide and instruct them to return the completed questionnaire to the individual(s) indicated in paragraph 4.1.3 below. Evaluators are only allowed to use the Attachment 4, Past Performance Questionnaire. Altered or substituted questionnaires will not be evaluated. Also, Past Performance Questionnaires will only be accepted electronically by email 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.

4.1.3 Inform your references that they shall forward questionnaires electronically by email directly to the address below. Questionnaires must be received in the 1st Special Operations Contracting Squadron office not later than the closing date of the solicitation. Offerors are responsible for ensuring their references transmit the questionnaire to the Contracting Office. In lieu of a Past/Present Performance Questionnaire, if a project is currently available in the Past Performance Information Retrieval System (PPIRS), the contractor should attach the evaluation to the questionnaire with the relevant solicitation number and submit directly to the 1st Special Operations Contracting Squadron office before the official closing date and time. Electronic submissions shall be sent to:

Richard T. Beaty, Email: richard.beaty.3@us.af.mil  
 2d Lt Kevin Rivera, Email: kevin.rivera\_rosado.2@us.af.mil  
 Melissa Mattis, Email: melissa.mattis@us.af.mil

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

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

4.2 Volume II (b) Signed Teaming Agreement - If Teaming Agreements are contemplated they must comply with 13 CFR Part 121 - Small Business Size Regulations. The teaming members must provide complete information as to relevant and recent past performance information on previous teaming agreements. If this is a first time joint effort, each party to the teaming agreement must provide information on all relevant contracts as specified in paragraph 4.1. The maximum number of references combined shall not exceed 15 total.

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

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

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

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

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

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

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

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

5.0 FACTOR 3, VOLUME III - PRICE/COST PROPOSAL. (Submit the Standard Form 1442 and all pages originally included in the RFP. Submit one (1) copy.)

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

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

5.3 In addition to the line item pricing in section B, the contractor shall complete the 50 Division Construction Cost Estimate Worksheet (Attachment 7). Contractor shall fill in construction cost estimate worksheet to include the summary and specific divisions to be utilized for this project. At a minimum, each division should include breakdowns of specific labor and material cost. The use of lump sum or lot pricing should be avoided.

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

5.5 Submit the Financial Reference Sheet (Attachment 5) with the top portion only completed.

5.6 Submit an electronic copy of the original Bid Bond. Note, the original hard copy Bid Bond must be submitted in accordance with paragraph 2.1.1.

6.0 RELATIONSHIP BETWEEN INSTRUCTIONS AND EVALUATION.

Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

7.0 AMENDMENT OF SOLICITATION PRIOR TO CLOSING.

The Government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such reservations or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted on the Federal Business Opportunities website (<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 19, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

#### 8.0 QUESTIONS.

All questions regarding this solicitation must be submitted in writing. All 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 electronically to the individual(s) listed below no later than close of business 5 business days after the site visit. Any questions submitted after this period may not be answered.

Richard T. Beaty, Email: [richard.beaty.3@us.af.mil](mailto:richard.beaty.3@us.af.mil)

2d Lt Kevin Rivera, Email: [kevin.rivera\\_rosado.2@us.af.mil](mailto:kevin.rivera_rosado.2@us.af.mil)

Melissa Mattis, Email: [melissa.mattis@us.af.mil](mailto:melissa.mattis@us.af.mil)



## Section M - Evaluation Factors for Award

### 1.0 SOURCE SELECTION

#### 1.1 Basis for Contract Award.

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

#### 1.2 Discussions.

If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk to the offeror's proposal that may change the rating of the offeror's proposal.

### 2.0 EVALUATION FACTORS.

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

Factor 1: Technical

Subfactor 1: Project Schedule

Subfactor 2: Management Plan and Qualifications

Factor 2: Past Performance

Factor 3: Cost/Price

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

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

### 3.0 TECHNICAL EVALUATION FACTORS

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

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

3.2 Technical Risk Assessment. The Assessment of Technical Risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, degradation of performance, the need for increased Government

oversight, or the likelihood of unsuccessful contract performance. The risk rating considers the risk associated with the technical approach in meeting the requirement.

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

#### COMBINED TECHNICAL/RISK RATINGS

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

#### TECHNICAL RISK DESCRIPTIONS

##### Rating Description

**Low** Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

**Moderate** Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

**High** Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

**Unacceptable** Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

#### 3.4 SUBFACTOR 1: Project Schedule:

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

3.4.1 The progress schedule and supporting narrative will be evaluated on how well the offeror captured the separate work elements of the project, the order of work elements to include project phasing, number of days for each work element, and the identification of long lead time materials. Long lead items such as major equipment, electrical equipment, pre-engineered piping, etc., must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials. The AF Form 3064, Contract Progress Schedule shall reflect a 300-day performance period. At a minimum, the project must include: mobilization, submittals, demolition, and major work

elements by specification division, final inspection, demobilization, and close-out documents. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period.

3.4.2 The project schedule itself shall be evaluated to determine if it visually depicts and addresses each of the following elements:

3.4.2.1 Identification of separate work elements.

3.4.2.2 Order of work elements to include project phasing (including identification of critical path if required).

3.4.2.3 Number of days for each work element.

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

3.5 SUBFACTOR 2: Management Plan and Qualifications.

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

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

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

-Program/Project Manager (PM):

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

-Superintendent:

Must have a minimum of five (5) years experience in construction with at least two (2) years of those years as a superintendent on projects similar to the relevancy of the required project. Must demonstrate the familiarity with the requirements of EM 385-1-1 and have experience in the areas of hazard identification and safety compliance, to include successful completion of the OSHA 10-hour Training Course within the past three (3) years.

4.0. PAST PERFORMANCE FACTOR.

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

## PERFORMANCE CONFIDENCE ASSESSMENTS

Rating	Description
SUBSTANTIAL CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
UNKNOWN CONFIDENCE (NEUTRAL)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
LIMITED CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

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

4.1.1 Recency Assessment: An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past six (6) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

4.1.2 Relevancy Assessment: The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Technical factors and Cost/Price factor, including their relative order of importance (reference Section M, 1.1(a)). Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience involving the type of construction and work elements described in the attached Specifications, Section 01 11 00, and costs comparable to the project magnitude as specified in Block 10 for the SF 1442, Request for Proposal. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance. The Government will use the following relevancy definitions when assessing recent contracts:

## RELEVANCY ASSESSMENT DEFINED

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

**RELEVANT** Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

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

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

4.1.3 Quality of Performance. All recent past performance that is determined to be somewhat relevant, relevant, or very relevant will be reviewed to determine the quality of the offeror's performance, general trends, and the usefulness of the performance. This information will be used by the evaluation team in determining the overall performance confidence assessment rating.

4.1.4 Assigning Ratings: As a result of the relevancy of the recent contracts evaluated, offerors will receive an integrated performance confidence assessment rating. Although the past performance evaluation focuses on performance that is relevant to the Technical factors and cost/price factor, the resulting performance confidence assessment rating is made at the factor level and represents an overall evaluation of contractor performance. Offerors without a record of recent/relevant past performance or for whom information on past performance is so sparse that no meaningful confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the Past Performance factor. More recent performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than an "Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

4.1.5 If a Teaming Agreement is submitted as part of the proposal as outlined in Section L para 4.2, each teaming offeror's past performance will be evaluated separately using the same evaluation methods described above. The Prime Contractor's past performance will be weighted slightly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate PERFORMANCE ASSESSMENT CONFIDENCE RATING as defined in Section M.

## 5.0 COST OR PRICE FACTOR.

The offeror's Cost/Price proposal will be evaluated to ensure it is reasonable, pursuant to FAR 15.404.

5.1 Reasonable: Must represent a price to the Government that a prudent person would pay in the conduct of competitive business.

5.2 The contractor shall complete the 50 Division Construction Cost Estimate Worksheet (Attachment 7). Contractor shall fill in construction cost estimate worksheet to include the summary and specific divisions to be utilized for this project. At a minimum, each division should include breakdowns of specific labor and material cost. The use of lump sum or lot pricing should be avoided.

## 6.0 CLARIFICATIONS, DISCUSSIONS, AND NEGOTIATIONS.

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

## 7.0 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. Attachment 5, Financial Reference Worksheet will be forwarded to the financial institution and a determination will be made regarding the apparent successful offerors financial capabilities and overall contractor responsibility using the specified criteria at FAR 9.104.

#### 8.0 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS.

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