

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER <i>(If applicable)</i>
6. ISSUED BY CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED <i>(SEE ITEM 13)</i>

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		_____ <i>(Signature of Contracting Officer)</i>	

*Previous edition unusable*

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# SUMMARY OF CHANGES

The Purpose of This Amendment Is:

1. In Section I, add FAR Clause 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
2. In Section L, add FAR Clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
3. In Section L, paragraph 2 was updated to remove electronic proposal submittal through AMRDEC. The section was updated to allow for proposal submittal through the following two (2) ways: hand delivery or mail (FedEx or UPS).
4. Extend Solicitation closing date from 6 September 2019 at 2:00 PM (Local Time) to 9 September 2019 2:00 PM (Local Time), an extension of three (3) calendar days.

## Section I - Contract Clauses

**Miscellaneous text in this section has been modified to:**

### 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, Fl 32544

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

"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

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Construction material description Unit of measure Quantity Price (dollars) \1\

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Item 1

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

Domestic construction material... \_\_\_\_\_

Item 2

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

Domestic construction material... \_\_\_\_\_

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[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)

## **Section L - Instructions, Conditions, & Notices to Offerors or Quoters**

**Miscellaneous text in this section has been modified to:**

### 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)

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