

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	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 <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. ( <b>See</b> _____).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input type="checkbox"/> 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 <input type="checkbox"/> is, <input type="checkbox"/> 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)
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30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE
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**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	<p>The contractor shall furnish all labor, materials, tools, supervision and equipment, and perform all operations necessary to accomplish all work, complete in place, to Renovate Bld 90063, 505 CTS. All work shall be done in accordance with the requirements contained in the Specifications dated 24 March 2020. The projected period of performance is 210 calendar days after issuance of Notice to Proceed (NTP).            Project Code: CP1033059            Firm Fixed Price            CIN: 00000000000006454212</p>	1	Job		

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

### **Requirements**

The project includes renovation of the interior of Building 90063. Main floor area will be provided a raised flooring system for running wiring. Support area will include office space, breakroom, lactation room and restrooms. The main floor area will be divided with movable partition walls supported from manufacturers steel supports (attached to existing slab and braced to building or wall framing members). A new fire sprinkler and mass notification system is included as is new mechanical system. New ramps will be provided at three exit doors to accommodate raised floor exiting. Doors and frames will be installed with new headers and jamb extensions. The project will have all new interior finishes.

## Section D - Packaging and Marking

## Section E - Inspection and Acceptance

### Clauses Incorporated by Reference

52.246-12 Inspection of Construction (AUG 1996)

52.246-13 Inspection-Dismantling, Demolition, or Removal of Improvements (AUG 1996)

**0001** Inspection and Acceptance Location  
Both  
Destination  
Instructions: Follow WAWF invoice instructions clause

DoDAAC: F2F332

Cage:

DunsNumber:

Duns4Number:

CountryCode: USA

1 SOCONS

AF BPN NO MILSBILLS PROCESSES

350 TULLY ST

HURLBURT FIELD, FL 32544 5810

UNITED STATES

OfficeCode:

Steve Loken

Email: steven.loken.1@us.af.mil

Telephone: 850-884-6024

## Section F - Deliveries or Performance

### Clauses Incorporated by Reference

52.211-13 Time Extensions (SEP 2000)

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 210 calendar days after issuance of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 Liquidated Damages-Construction (Sept 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 \$220.80 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)

**0001**

#### Delivery Schedule

Delivery Schedule  
From date of lead time event to  
completion of performance  
210 Calendar Year  
Date of Notice to Proceed Receipt

#### Ship To Address

Ship To  
DoDAAC: F2F323  
Cage:  
DunsNumber:  
Duns4Number:  
CountryCode: USA  
1 SOCES CEOE  
AF BPN NO MILSBILLS  
PROCESSES  
415 INDEPENDENCE RD  
HURLBURT FIELD, FL 32544 5267  
UNITED STATES

OfficeCode:  
Steve Loken  
Email: steven.loken.1@us.af.mil  
Telephone: 850-884-6024

#### FoB Details

Contractor  
Destination



## 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 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):

(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) F2F332

Accept at Other DoDAAC \_\_\_\_\_

LPO DoDAAC \_\_\_\_\_

DCAA Auditor DoDAAC \_\_\_\_\_

Other DoDAAC(s) F2F332

(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, Autumn M. Tucker; autumn.tucker@us.af.mil

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

(End of clause)

## Section H - Special Contract Requirements

### ADDITIONAL CONTRACTOR INFORMATION:

-REQUIRED INSURANCE (IAW FAR 28.306(b)) Reference FAR clause entitled "Insurance..." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract. The Contractor will have the option to complete a form entitled "Notification of Compliance with Contract Insurance Requirements" that will be provided by the Government at time of award, or to submit an insurance certificate before any work commences on the installation.

a. Workman's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational diseases with a minimum liability limit of \$100,000.00.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000.00 per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobile used in connection with the performance of the contract. At least the minimum limits of \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

### CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (IAW AFFARS 5352.242-9000)

a. The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

b. Contractors will be required to complete a Contractor Employee Listing (to be provided at the pre-performance conference) in order for employees to gain access to the installation:

(i) The Contractor Employee List. This form must list every employee requiring access. Every time employees change, it must be updated to reflect additions and/or deletions. Identify those individuals you wish to have escort authority by including the word "escort" or "E" next to their names. Limit the number of individuals designated as escorts to a reasonable number (i.e. one or two). For work locations please use building numbers or areas (i.e. Bldg 90618 or Red Horse, AMMO Area, etc.). Once completed, send the list to the Contracting Office representative in EXCEL format using secure means such as hand carry, mail or the DoD SAFE site (<https://safe.apps.mil/>). The Contracting Officer will then prepare and attach a cover letter, and forward the Employee List to the Visitor Control Center.

c. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

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

e. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

f. Failure to comply with these requirements may result in withholding of final payment.

**-PREPARATION OF MATERIAL APPROVAL SUBMITTALS** Submittals contemplated by the clause herein entitled "Material and Workmanship" shall be accomplished on and in accordance with instructions pertaining to AF Form 3000 (Material Approval Submittal). Contractors should be prepared for Government processing time of a minimum of fifteen (15) days for review and approval of submittals. This time frame may take longer depending on complexity or submittal disapproval.

**-PREPARATION OF SCHEDULE FOR CONSTRUCTION CONTRACTS**

The reports contemplated by clause entitled "Schedule for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064 (Contract Progress Schedule) and AF Form 3065 (Contract Progress Report). Contractors shall submit a completed AF Form 3065 weekly to the Contracting Office for review and approval.

**-PROTECTION FOR PERSONALLY IDENTIFIABLE INFORMATION (PII) ON ELECTRONIC MEDIA**

1. Protecting sensitive PII is everyone's responsibility. Sensitive PII is defined as personal information, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

a. Some information, standing alone, is sensitive PII, such as: social security number in any form (including the 'last four'), alien registration number, biometric information, and financial account numbers.

b. Some information is sensitive PII when grouped with the person's name or other unique identifiers (like an address or phone number), such as: driver's license number, medical information, citizenship or immigration status, passport number, full date of birth, and authentication information, such as mother's maiden name, place of birth, or phone passwords.

2. Contractors shall:

a. Encrypt all e-mails containing sensitive PII sent to or from an unclassified e-mail account;

b. When encrypted e-mail is not feasible, but electronic transmission of sensitive PII is operationally required, will use a DoDapproved file exchange, such as the Safe Access File Exchange, which can be found at <https://safe.apps.mil/>;

c. Not send sensitive PII to any person who does not have an official need for such information; and

d. Not post or place sensitive PII on social media, share drives, SharePoint sites, or other similar collaborative environments, unless required for daily operation and the drive or site is password-protected or has other similar robust access controls which limit access only to persons who have an official need for such information.

3. These rules apply to any contractor doing business with Hurlburt Field.

4. Failure to comply with these rules may result in termination and/or debarment.

**-SITE PROTECTION DURING HURRICANE SEASON**

Normally, the period from 1 June through 30 November is the premier season for Hurricanes, Tropical Storms and Tropical Depressions for Hurlburt Field, FL and surrounding areas. In the event of a hurricane and at the direction of the Contracting Officer, the Contractor shall be responsible for:

a) Securing all equipment, materials and cleaning up the work area;

- b) Continuing normal operations until directed otherwise by the Contracting Officer;
- c) Evacuating the base as directed by the Contracting Officer;
- d) Provide a POC to the Contracting Officer to recall the contractor after the danger is over;
- e) Be prepared to resume normal operations when notified by the Contracting Officer.

The work site should be free of objects capable of becoming airborne and causing a hazard. For service contracts, damages occurring as a result of contractor debris are the responsibility of the contractor and will be handled in accordance with FAR 52.237-2, this clause and other requirements of this contract. For construction contracts, per FAR clauses 52.236-9 and 52.236-12, you are required to maintain your work area free of debris and in a safe and secure condition at the completion of each work day with particular care during the hurricane season.

## Section I - Contract Clauses

### Clauses Incorporated by Reference

- 52.202-1 Definitions (JUN 2020)
- 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 (JUN 2020)
- 52.203-7 Anti-Kickback Procedures (JUN 2020)
- 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 (JUN 2020)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)
- 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 (JUN 2020)
- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
- 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)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)
- 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 (JUN 2020)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data--Modifications (JUN 2020)
- 52.215-13 Subcontractor Certified Cost or Pricing Data--Modifications (JUN 2020)
- 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 (JUN 2020)
- 52.216-2 Economic Price Adjustment - Standard Supplies (JAN 1997)
- 52.219-3 Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020)
- 52.219-8 Utilization of Small Business Concerns (OCT 2018)
- 52.219-14 Limitations on Subcontracting (MAR 2020)
- 52.219-28 Post-Award Small Business Program Rerepresentation (NOV 2020)
- 52.222-3 Convict Labor (JUNE 2003)
- 52.222-4 Contract Work Hours and Safety Standards --Overtime Compensation (MAR 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 (JUN 2020)

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 (JUN 2020)  
 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)  
 52.222-50 Combating Trafficking in Persons (OCT 2020)  
 52.222-54 Employment Eligibility Verification (OCT 2015)  
 52.222-55 Minimum Wages Under Executive Order 13658 (NOV 2020)  
 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 (FEB 2021)  
 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 (MAY 2020)  
 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 (JUN 2020)  
 52.223-21 Foams (JUN 2016)  
 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)  
 52.227-1 Authorization and Consent (JUN 2020)  
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)  
 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 Individual Surety--Pledges of Assets (FEB 2021)  
 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 (JUN 2020)  
 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 (NOV 2020)  
 52.246-21 Warranty of Construction (MAR 1994)  
 52.248-3 Value Engineering--Construction (OCT 2020)  
 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)  
 252.203-7001 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 Antiterrorism Awareness Training for Contractors (FEB 2019)  
 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019)  
 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)  
 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2020)  
 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)  
 252.236-7006 Cost Limitations (JAN 1997)  
 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

52.222-35 Equal Opportunity for Veterans (JUN 2020)

(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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 (JUN 2020)

(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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 (FEB 2021)

(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 Federal Acquisition Regulation (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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 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. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of

unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"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 domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (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 20 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)*
Item1:			

Foreign construction material

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

Item2:

Foreign construction material

Domestic construction material

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

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

[Include other applicable supporting information.]

(End of clause)

#### 52.225-10 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)

#### 52.252-2 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 (NOV 2020)

(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 (OCT 2019)

(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.

(End of clause)

#### 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019)

(a) Contractors shall not:

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

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

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

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

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

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

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

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

(End of clause)

#### 5352.223-9001 Health and Safety on Government Installations (OCT 2019)

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

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

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

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

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

(End of clause)



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

### Attachments:

Attch 1 CP1033059 Renovate Building 90063 Specifications (dated 24 Mar 2020)

Attch 2 CP1033059 Drawings (dated 24 Mar 2020)

Attch 3 Wage Determination (dated 7 May 2021)

Attch 4 Past Performance Questionnaire (dated 17 May 2021)

Attch 5 Financial Reference Sheet (dated 17May 2021)

Attch 6 50 Division Cost Estimate Worksheet

## 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)
- 52.204-17 Ownership or Control of Offeror (AUG 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.204-20 Predecessor of Offeror (AUG 2020)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (NOV 2015)
- 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (FEB 2021)
- 52.222-38 Compliance With Veterans' Employment Reporting Requirements (FEB 2016)
- 52.223-1 Biobased Product Certification (MAY 2012)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (JUN 2020)
- 52.236-28 Preparation of Proposals--Construction (OCT 1997)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (Nov 2011)
- 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2020)

### Clauses Incorporated by Full Text

- 52.204-8 Annual Representations and Certifications (MAR 2020)
  - (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.
  - (2) The small business size standard is \$39,500,000.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
    - (i)  Paragraph (d) applies.
    - (ii)  Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
  - (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
    - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
      - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
      - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

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

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

FAR Clause # Title Date Change

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

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) 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. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that--

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It does , does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) 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);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals-

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. (S) 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. (S) 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. (S) 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason



of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 Information Regarding Responsibility Matters (OCT 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that-

It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It has, has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (DEC 20160)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_\_\_.

(End of provision)

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (AUG 2009)

(a) Definitions. As used in this provision-

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ( 50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan

Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

252.204-7007 Alternate A, Annual Representations and Certifications (NOV 2020)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

- (b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.
- (2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016 , Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008 , Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042 , Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049 , Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050 , Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012 , Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013 , Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022 , Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002 , Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000 , Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020 , Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031 , Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035 , Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) 252.226-7002 , Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015 , Performance-Based Payments--Representation.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

[offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #

Title

Date

Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

## Section L - 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 (AUG 2020)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2017)
- 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

- 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service  
 Specifications Section,  
 Suite 8100 470 East L'Enfant Plaza, SW  
 Washington, DC 20407  
 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

- 52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST ( <https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work (MAY 2014)

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.228-1 Bid Guarantee (SEP 1996)

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

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

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

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

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

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

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

(End of clause)

52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be



served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

1 SOCONS/PKB  
350 Tully Street  
Hurlburt Field, FL 32544

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 Site Visit (Construction)--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-

See Block 10 of AF 1442 for date and time

(c) Participants will meet at-

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

(End of Provision)

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

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

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(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 clause)

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 Contract Opportunities (FBO) website at <https://beta.sam.gov/>. Potential offerors are encouraged to select "Follow" 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 beta.sam 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 HubZone certified Small Business firms. At the time of initial contract offer and at time of award, each business must be a certified HubZone Small Business. In order to submit an offer on a solicitation, each business concern in a Teaming Agreement or Joint Venture 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. 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 three ways:

2.1.1.1 Contractors may submit proposals electronically to the Government via the DoD SAFE site (<https://safe.apps.mil/>). If submitting via DoD SAFE site, the offeror shall send an email requesting an "Electronic Drop Authorization" to personnel listed below no later than (NLT) 48 hours prior to the proposal due date/time. All documents submitted must be saved in .pdf format, and shall follow the instructions in 2.1.4 below. Title of the documents should include the offerors CAGE code (e.g. "Vol 1 Tech Proposal CAGE#"). Submission of proposals through DoD SAFE site shall be addressed to the following:

Mr. Richard Beaty, Email: [richard.beaty.3@us.af.mil](mailto:richard.beaty.3@us.af.mil)  
TSgt Autumn Tucker, Email: [autumn.tucker@us.af.mil](mailto:autumn.tucker@us.af.mil)

2.1.1.2 Proposals may be hand carried submissions of disks (CDs or DVDs) 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#"). 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 72 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.

2.1.1.3 Proposals may also be submitted by mail to the 1st Special Operations Contracting Squadron at Hurlburt Field, Florida. Mailed proposals must be on disk (CD or DVD) and all files must be in .pdf format. Title of the documents should include the offerors CAGE code (e.g. "Vol 1 Tech Proposal CAGE#"). Bid Bonds must be submitted by the time specified in this solicitation. Do not use U.S. Postal Service (USPS) mail service. Mail only using UPS or FedEx. The address for proposal and bond submission is:

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

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 or Joint Venture (JV) 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 DoD SAFE or 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: Subfactor 1 and Subfactor 2: 40 Page Limit

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

Volume II (b) - Signed Teaming or JV Agreement (required if Teaming or JV is proposed): 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 210-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 - Qualifications.

3.1.2.1 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 subparagraphs 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 or JV 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 and JV's, para 4.2 and 4.3), 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 Contractor Performance Assessment Reporting System (CPARS), 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:

Mr. Richard Beaty, Email: richard.beaty.3@us.af.mil  
 TSgt Autumn Tucker, Email: autumn.tucker@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.
- 4.3 Volume II (b) Joint Ventures - A certified HUBZone small business concern may enter into a joint venture agreement with one or more other small business concerns, or with an approved mentor authorized by 13 C.F.R. (S) 125.9 (or, if also an 8(a) BD Participant, with an approved mentor authorized by 13 C.F.R (S) 124.520 ), for the purpose of submitting an offer for a HUBZone contract. The joint venture itself need not be a certified HUBZone small business concern.
- 4.3.1 A joint venture of at least one certified HUBZone small business concern and one or more other business concerns may submit an offer as a small business for a HUBZone procurement or sale so long as each HUBZone is small under the size standard corresponding to the NAICS code assigned to the procurement.
- 4.3.2 A joint venture between a protege firm and its SBA-approved mentor (see 13 C.F.R (S) 125.9) will be deemed small provided the protege qualifies as small for the size standard corresponding to the NAICS code assigned to the HUBZone procurement.
- 4.3.3 As part of the proposal, Volume II (b), Joint Venture Agreements must meet the criteria set forth in 13 CFR (S) 125.8.

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.

## 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 Contract Opportunities website (<https://beta.sam.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 Contract Opportunities website <https://beta.sam.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.

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

TSgt Autumn Tucker, Email: [autumn.tucker@us.af.mil](mailto:autumn.tucker@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 the new FAR Site, <http://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: 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 2B - Technical Risk Descriptions, excerpted below. Factor ratings shall not be rolled up into an overall color rating for the Technical factor.

<b>Color Rating</b>	<b>Adjectival Rating</b>	<b>Description</b>
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.

<b>Rating</b>	<b>Description</b>
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 380-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 period as discussed in paragraph 1.2 above)

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: Qualifications.

3.5.1 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:

##### TABLE 5 - PERFORMANCE CONFIDENCE ASSESSMENTS

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

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 Contractor Performance Assessment Reporting System (CPARS), 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:

Rating      Definition

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

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

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

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

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.

4.1.6 If an offer is submitted as a Joint Venture under a Mentor-Protege program as outline in Section L para 4.3, the Government will evaluate past performance for each partner to the Joint Venture individually as well as past performance accomplished by the Joint Venture itself. The separate ratings of each party in the Joint Venture 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.

## 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. Solicitation 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.