<table>
<thead>
<tr>
<th>SOLICITATION, OFFER, AND AWARD</th>
<th>1. SOLICITATION NO.</th>
<th>2. TYPE OF SOLICITATION</th>
<th>3. DATE ISSUED</th>
<th>PAGE OF PAGES</th>
</tr>
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<tbody>
<tr>
<td>(Construction, Alteration, or Repair)</td>
<td>FA46518R0005</td>
<td>SEaled Bid (FB)</td>
<td>24-May-2018</td>
<td>1 OF 34</td>
</tr>
</tbody>
</table>

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

4. CONTRACT NO. 
5. REQUISITION/PURCHASE REQUEST NO. 
6. PROJECT NO. 

7. ISSUED BY 
   CODE 
   ADDRESS 

8. ADDRESS OFFER TO 
   (If Other Than Item 7) 
   CODE 

9. FOR INFORMATION CALL: 
   A. NAME 
   B. TELEPHONE NO. 
   (include area code) 
   (NO COLLECT CALLS) 

10. SOLICITATION

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

   **10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS.**

   Period of performance for this contract will be 406 days after the Notice to Proceed.

   Type of Contract: Firm-Fixed Price.

   Contractors shall be registered in the System for Award Management (SAM) to be eligible to receive an award resulting from this solicitation.

   This acquisition is set aside for 100% Total Small Business under NAICS code 236220, Commercial and Institutional Building Construction with a small business size standard of $36.5M.

   In accordance with FAR 23.204(i), Disclosure of Magnitude of Construction Projects, the magnitude of construction for this contract is between $10,000,000 and $25,000,000.

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

   **11. The Contractor shall begin performance within calendar days and complete it within calendar days after receiving notice to proceed. This performance period is mandatory, not negotiable. (See FAR 52.211-10)***

   **12. A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?**
   **12B. CALENDAR DAYS**
   X YES  NO  
   10

   **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 local time (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
   B. An offer guarantee is 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.
SOLICITATION, OFFER, AND AWARD (Continued)
(Construction, Alteration, or Repair)

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

15. TELEPHONE NO.  
   (Include area code)

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

See Item 14

CODE  FACILITY CODE

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

AMOUNTS  
SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS
   (The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

 ITEM  

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

   10 U.S.C. 2304(c)  41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

28. NEGOTIATED AGREEMENT  
   (Contractor is required to sign this document and return ______ copies to issuing office.)  
   Contractor agrees to furnish and deliver all items required, perform all work, and conform to all conditions and specifications 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, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

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

30B. SIGNATURE

30C. DATE

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

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

Your offer on this solicitation, as hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer and (b) this contract award. No further contractual document is necessary.
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Add/Repair Squad Ops GSMP B541 FFP</td>
<td>1</td>
<td>Lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Perform all repair work as specified in the technical provisions and shown on the project drawings for JFSD201801, Add/Repair Sq Ops B541 for Global Hawk GSMP to repair the building interior, envelope, and related site work. FOB: Destination SIGNAL CODE: A</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>NET AMT</td>
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<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>0002</td>
<td>Minor Construction Sq Ops GSMP B541 FFP</td>
<td>1</td>
<td>Lot</td>
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<td></td>
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<tr>
<td></td>
<td>Perform all Minor Construction work as specified in the technical provisions and shown on the project drawings for JFSD201801, Add/Repair Sq Ops B541 for Global Hawk GSMP to install generator and gear and site work directly related to generator installation. Statutory Limitation not to exceed $1,000,000.00. FOB: Destination SIGNAL CODE: A</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>NET AMT</td>
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</table>
Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
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<tbody>
<tr>
<td>0001</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
</tr>
<tr>
<td>0002</td>
<td>Destination</td>
<td>Government</td>
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<td>Government</td>
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</tbody>
</table>

CLAUSES INCORPORATED BY REFERENCE

52.246-12 Inspection of Construction AUG 1996
## Section F - Deliveries or Performance

### DELIVERY INFORMATION

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<thead>
<tr>
<th>CLIN</th>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>406 dys. ANP</td>
<td>1</td>
<td>319 CES/CEC - F2A3E1 GREGORY STURDEVANT 575 TUSKEGEE AIRMEN BLVD, BLDG 410, RM 155A GRAND FORKS AFB ND 58205-6219 7017474575</td>
<td>F2A3E1</td>
</tr>
<tr>
<td>0002</td>
<td>406 dys. ANP</td>
<td>1</td>
<td>(SAME AS PREVIOUS LOCATION) FOB: Destination</td>
<td>F2A3E1</td>
</tr>
</tbody>
</table>

### CLAUSES INCORPORATED BY REFERENCE

- 52.247-34 F.O.B. Destination NOV 1991
Section G - Contract Administration Data

ADMINISTRATIVE MATTERS
G-1 ADMINISTRATIVE MATTERS

The address and telephone number for the Acquisitions Flight:

319th Contracting Flight
295 Steen Blvd, Bld 242
Grand Forks, ND 58205
(701)747-5252

G-2 CONTRACTOR'S INFORMATION

To Be Completed by the Contractor:

Name and Title: ____________________________________________
Doing Business As: ___________________________________________
Responsible Office: __________________________________________
Address: ___________________________________________________
Telephone Number: __________________________________________
Email: _____________________________________________________
Cage Code: _________________________________________________
DUNS Number: ______________________________________________
Tax Identification Number: ____________________________________

G-3 AUTHORIZED INDIVIDUALS

To be completed by the Contractor:

The below individuals are authorized to negotiate or discuss this proposal:

Name of Primary: ____________________________
Title/Position: ______________________________
Address: __________________________________
Telephone: _________________________________
Alternate Phone: ___________________________
Email: _____________________________________

Name of alternate: __________________________
Title/Position: ______________________________
Address: __________________________________
Telephone: _________________________________
Alternate Phone: ___________________________
Email: _____________________________________

CLAUSES INCORPORATED BY REFERENCE

52.232-5 Payments under Fixed-Price Construction Contracts MAY 2014
252.204-7006 Billing Instructions OCT 2005

CLAUSES INCORPORATED BY FULL TEXT
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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


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

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

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

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

   Construction Progress Invoice

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

   F2A3E1

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*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>F87700</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>FA4659</td>
</tr>
</tbody>
</table>
(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

Joshua.wyant.1@us.af.mil
Ellen.reed@us.af.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Voice: 1-888-3327411
Email: DFAS.INDIANAPOLIS-IN.JFL.MBX.AMPO-INQUIRIES@MAIL.MIL
Fax: 317-257-0123

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

(End of clause)
# Section I - Contract Clauses

**CLAUSES INCORPORATED BY REFERENCE**

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<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
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<td>Definitions</td>
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<td>Restrictions On Subcontractor Sales To The Government</td>
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<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</td>
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<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal Transactions</td>
<td>OCT 2010</td>
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<td>52.203-13</td>
<td>Contractor Code of Business Ethics and Conduct</td>
<td>OCT 2015</td>
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<td>52.203-17</td>
<td>Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights</td>
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<td>52.203-19</td>
<td>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</td>
<td>JAN 2017</td>
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<td>52.204-4</td>
<td>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper</td>
<td>MAY 2011</td>
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<td>52.204-7</td>
<td>System for Award Management</td>
<td>OCT 2016</td>
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<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel</td>
<td>JAN 2011</td>
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<td>Reporting Executive Compensation and First-Tier Subcontract Awards</td>
<td>OCT 2016</td>
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<td>Alternative Line Item Proposal</td>
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<td>52.209-6</td>
<td>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</td>
<td>OCT 2015</td>
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<td>Updates of Publicly Available Information Regarding Responsibility Matters</td>
<td>JUL 2013</td>
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<td>52.209-10</td>
<td>Prohibition on Contracting With Inverted Domestic Corporations</td>
<td>NOV 2015</td>
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<tr>
<td>52.211-10</td>
<td>Commencement, Prosecution, and Completion of Work</td>
<td>APR 1984</td>
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<td>52.215-2</td>
<td>Audit and Records--Negotiation</td>
<td>OCT 2010</td>
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<td>52.215-8</td>
<td>Order of Precedence--Uniform Contract Format</td>
<td>OCT 1997</td>
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<td>52.215-17</td>
<td>Waiver of Facilities Capital Cost of Money</td>
<td>OCT 1997</td>
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<td>52.219-6</td>
<td>Notice Of Total Small Business Set-Aside</td>
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<td>52.219-8</td>
<td>Utilization of Small Business Concerns</td>
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<td>Limitations On Subcontracting</td>
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<td>Post-Award Small Business Program Rerepresentation</td>
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<td>Contract Work Hours and Safety Standards- Overtime Compensation</td>
<td>MAY 2014</td>
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<td>Construction Wage Rate Requirements</td>
<td>MAY 2014</td>
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<td>Withholding of Funds</td>
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<td>MAY 2014</td>
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<td>Apprentices and Trainees</td>
<td>JUL 2005</td>
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<td>Compliance with Copeland Act Requirements</td>
<td>FEB 1988</td>
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<td>Subcontracts (Labor Standards)</td>
<td>MAY 2014</td>
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<td>Contract Termination-Debarment</td>
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<td>Compliance With Construction Wage Rate Requirements and Related Regulations</td>
<td>MAY 2014</td>
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<tr>
<td>Section</td>
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<td>Certification of Eligibility</td>
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<td>Affirmative Action Compliance Requirements for Construction</td>
<td>APR 2015</td>
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<td>JUL 2014</td>
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<td>FEB 2016</td>
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<td>Notification of Employee Rights under the National Labor Relations Act</td>
<td>DEC 2010</td>
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<td>Hazardous Material Identification And Material Safety Data</td>
<td>JAN 1997</td>
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<td>Pollution Prevention and Right-to-Know Information</td>
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<td>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons</td>
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<td>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners</td>
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<td>52.223-15</td>
<td>Energy Efficiency in Energy-Consuming Products</td>
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<td>Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts</td>
<td>MAY 2008</td>
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<td>Encouraging Contractor Policies To Ban Text Messaging While Driving</td>
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CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)
52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,494.18 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

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

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

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

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.farsite.hill.af.mil

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.farsite.hill.af.mil

(End of clause)

52.252-6  AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any DFARS (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)

SUBPART 5352.2 — TEXT OF PROVISIONS AND CLAUSES

5352.201-9101 Ombudsman

As prescribed in 5301.9103, insert the following clause:

OMBUDSMAN (JUNE 2016)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Lt Col Aaron Judge, 129 Thompson St, Bldg 586, Rm 129, AFICA Langley OL/KC, tel 757-764-5372, email aaron.judge@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)

As prescribed in 5323.804-90, insert the following clause in solicitations and contracts:

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

(a) Contractors shall not:

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

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

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

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

1. Halons: 1011, 1202, 1211, 1301, and 2402;


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)

5352.242-9000 Contractor Access to Air Force Installations

As prescribed in 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts:

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

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

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver’s license, current vehicle registration, valid vehicle insurance certificate, and a SF74 (receive the form from Contracting Office or Security Forces) to obtain a vehicle pass.

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

d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, 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.

Visitor Passes: The Commercial Visitor Control Center will issue a Visitor Pass to the contractor and his/her employees upon completion of the screening process. Visitor Passes are for a maximum of one year and may be renewed on a yearly basis. The screening process takes time, and the contractor shall submit a SFS Form 74 for each employee no later than 5 days prior to the day base entry is needed. The SFS Form 74 may be obtained by contacting the Contract Administrator.

Starting 22 Jan 2018, visitors seeking access to Air Force installations using Driver’s Licenses from the states below will not be authorized access without additional documentation. Those who do not have the accepted documentation for installation access will not be permitted to enter the base.

The following states are currently under review for a renewed extension from REAL ID enforcement.

*Am. Samoa  *Guam
*Illinois *Louisiana
*Micigan  *Missouri
*New York *Northern Mariana Islands
*Puerto Rico  *Rhode Island
*U.S. Virgin Islands

The following states have been granted an extension for REAL ID enforcement, allowing Federal agencies to accept driver's licenses and identification cards at Federal facilities, nuclear power plants and federally regulated commercial aircraft until October 10, 2018.

*Alaska  *California
*Idaho  *Kentucky
*Massachusetts *Maine
*Minnesota *Montana
*New Jersey *New Hampshire
*North Dakota  *Oklahoma
*Oregon  *Pennsylvania
*South Carolina  *Virginia
*Washington
All other States not on this update are Real ID compliant.

OTHER VALID FORMS OF IDENTIFICATION
U.S. passport
U.S. passport card
DHS trusted traveler cards (Global Entry, NEXUS, SENTRI, FAST)
U.S. military ID (active duty or retired military and their dependents, and DoD civilians)
Permanent resident card
Border crossing card
DHS-designated enhanced driver’s license
Airline or airport-issued ID (if issued under a TSA-approved security plan)
Federally recognized, tribal-issued photo ID
HSPD-12 PIV card
Foreign government-issued passport
Canadian provincial driver’s license or Indian and Northern Affairs Canada card
Transportation worker identification credential
U.S. Merchant Mariner Credential

Employees that do not meet the minimum requirements will be denied base entry. The minimum requirements are posted at the Commercial Visitor Control Center. The employer of the denied employee may appeal the denial by contacting the Commercial Visitor Control Center.

Approved Visitor Passes must be picked up within 2 weeks of issuance. All Visitor Passes that are not picked up within 2 weeks will be destroyed. Employees whose passes are destroyed must resubmit the paperwork to reobtain base entry.

Although contractors will not be issued vehicles passes vehicles are subject to search while on the installation. Employee privately owned vehicles will not be allowed access to restricted/controlled areas without a free zone being established. Company vehicles will be allowed access to restricted/controlled areas.

All Contractor vehicles should have markings with the company name for quick identification of ownership and notification if they are involved in an incident.

Conduct Requirements: The contractor shall ensure that his/her employees comply with all base traffic regulations and properly conduct themselves while on the base.

Information Protection: The security manager for the Sponsoring unit (i.e. LRS, CE etc.) will determine individual requirements for contractor personnel to have a background check.

If a National NACI is determined to be required by the security manager, the security manager will coordinate the check with the wing Information Security Office.

Anti-Terrorism: The anti-terrorism manager for the Sponsoring unit (i.e. LRS, CE etc.) will determine individual requirements for contractor personnel to have a Level 1 Anti-Terrorism Training.

The Level 1 Anti-Terrorism training is recommended for all key management personnel, crew supervisors, project managers and site superintendents. Unit anti-terrorism managers will be responsible for organizing this Level 1 training.

(End of clause)

PKI CERTIFICATION
NOTICE TO OFFERORS

As of November 1, 2006 a DoD PKI Certificate is required to access CPARS

Contractor Performance Assessment Reporting System (CPARS)
Any user accessing private Department of Defense (DoD) web sites must have a DoD Public Key Infrastructure (PKI) certificate to access the site. CPARS is a private DoD web site, therefore all DoD employees (military and civilian), including DoD contractors that are working on site (military/government facilities) or contractors working offsite using Government Furnished equipment (GFE) are eligible to obtain certificates from DoD PKI. If the contractor doesn’t work onsite or with GFE, they will need to obtain certificates from an External Certificate Authority (ECA).
External Certificate Authorities (ECAs) and Interim External Certificate Authorities (IECAs) provide digital certificates to the DoD’s private industry partners, contractors using their own equipment or working in non-government facilities, allied partners, and other agencies.
Approved ECA Vendors:
Operational Research Consultants, Inc. (ORC) http://www.eca.orc.com
Approved IECA Vendor:
Digital Signature Trust Co. (DST) http://www.digsigtrust.com/federal/dod.html Additional information on the subject of ECA can be found at: http://fase.disa.mil/index2.html
Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

1. JFSD201801 Technical Specifications, 1,336 pages
2. JFSD201801 Schedule of Drawings with Drawings, 163 pages
3. JFSD201801 Submittal Register, 57 pages
4. Climatological Summary for Grand Forks AFB, ND, 5 pages
5. Green Procurement Waiver Form, 1 page
6. Financial Institution Reference Sheet, 1 page
7. Past Performance Questionnaire, 5 pages
8. Construction Wage Rate Determination, 5 pages
9. RFP Cover Letter, 2 pages
Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-18 Prohibition on Contracting With Entities That Require Certain JAN 2017
   Internal Confidentiality Agreements or Statements -- Representation

52.204-19 Incorporation by Reference of Representations and DEC 2014
   Certifications.

52.204-19 Incorporation by Reference of Representations and DEC 2014
   Certifications.

   Reduction Goals -- Representation.

252.203-7005 Representation Relating to Compensation of Former DoD NOV 2011
   Officials

252.204-7007 Alternate A, Annual Representations and Certifications JAN 2015
   Compliance With Safeguarding Covered Defense Information OCT 2016
   Controls

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition,
   any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to
   any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the
   case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit
   an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal,
   and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1)
   through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals
   have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this
   provision ___________________________________________ (insert full name of person(s) in the
   offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her
   position in the offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

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

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

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2: Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5: Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

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

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

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if
the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(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 Certification. 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:

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

<table>
<thead>
<tr>
<th>FAR Clause</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
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</table>

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

52.222-23  NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Goals for minority participation for each trade</th>
<th>Goals for female participation for each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.9%</td>
<td>1.2%</td>
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</tbody>
</table>

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

Grand Forks Air Force Base
Grand Forks County
North Dakota

(End of provision)
Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7 System for Award Management OCT 2016
52.204-16 Commercial and Government Entity Code Reporting JUL 2016
52.204-18 Commercial and Government Entity Code Maintenance JUL 2016
52.215-1 Instructions to Offerors--Competitive Acquisition JAN 2017
252.204-7004 Alt A System for Award Management Alternate A FEB 2014

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

52.222-5 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)

52.233-2 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

Queen E. McCartney
Contracting Officer
319th Contracting Flight
295 Steen Blvd, Bldg 242
(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)


(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--

7 June, 2018 at 1300 CST (1:00 PM)

(c) Participants will meet at--

295 Steen Blvd, Bldg. 242, Grand Forks AFB, ND 58205

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(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://farsite.hill.af.mil

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

INSTRUCTIONS TO OFFERORS

L-01. PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors shall follow the instructions contained herein.
Offerors are required to meet all solicitation requirements, including terms and conditions, representations and
certifications in addition to those identified as evaluation factors or subfactors. Offerors must clearly identify any
exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall
consist of two (2) separate parts; Part I - Price Proposal and

Part II - Past Performance Information.

B. 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 data 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
cost data to the extent necessary for the contracting officer to determine the reasonableness and affordability of the
price.

C. Specific Instructions:

1. PART I – PRICE PROPOSAL - Submit one (1) digital copy on CD/DVD in PDF format. It is the
responsibility of the offeror to ensure digital copies are able to be opened on Government systems.

(a) Complete blocks 14, 15, 16, 18, 19, and 20 (A, B, and C) of the RFP Section A, SF1442. In doing so, the offeror
accedes to the contract terms and conditions as written in the RFP Sections A through K.

(b) Insert proposed unit and extended prices in Section B for each Contract Line Item Number (CLIN)). The
extended amount must equal the whole dollar unit price multiplied by the number of units.

(c) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its
entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.
(d) If applicable, provide a copy of the letter from the Small Business Administration (SBA) showing proof of Section 8(a) status.

2. **PART II – PAST PERFORMANCE INFORMATION** - Limited to no more than 5 pages per contract listed. Only references for relevant add/repair construction past efforts/contracts are desired. Submit one (1) digital copy on CD/DVD in PDF format. It is the responsibility of the offeror to ensure digital copies are able to be opened on Government systems.

(a) **Performance Surveys:** The Government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The Government reserves the right to use information submitted by the offeror, as well as any information available to the Government, to assess past performance. Provide a list of at least three (3), but not more than five (5), of the most relevant contracts performed for commercial customers and Federal agencies within the last five (5) years of the posting date of this solicitation. Please see Section M for relevancy qualifications. Furnish the following information for each contract listed:

(i) Company/Division name

(ii) Product/Service

(iii) Contracting Agency/Customer

(iv) Contract Number

(v) Contract Dollar Value

(vi) Period of Performance

(vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer

(viii) Comments regarding compliance with contract terms and conditions

(ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

(b) **Teaming Agreements/Mentor Agreements/Joint Ventures:** If a teaming arrangement, mentor agreement, or joint venture is contemplated, provide complete information as to the arrangement/agreement/joint venture, including any relevant and recent past performance information on previous teaming arrangements/agreements/joint ventures with the same partner. Include the signed copy of the agreement, and the DUNS/CAGE code that will be used. If this is a first time joint effort, each party to the arrangement must provide a list of past relevant contracts.

(c) **Financial Institution Information:** Complete attached Financial Institution Reference Sheet in Section J and return with the proposal.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (CLINs, Specification, and Drawings) and Government standards and regulations pertaining to the Specifications and Drawings.

2. Evaluation Factors for Award in Section M of this RFP.

3. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth in this Section L will not be read or evaluated, and will be removed from the proposal.

4. Format for proposal Part II shall be as follows:
(a) The proposals will be 8 1/2” x 11” paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11” x 17”.

(b) A page is defined as one face of a sheet of paper containing information.

(c) Typing shall not be less than 12 pitch.

(d) Elaborate formats, bindings or color presentations are not desired or required.

(e) Supply one (1) digital copy by CD/DVD in a .pdf format.

5. Information Regarding Submission of Proposal:

(a) All proposals must be either hand carried or mailed directly to:

Queen McCartney or SSgt Joshua Wyant
319th Contracting Flight
295 Steen Blvd, Bldg 242
Grand Forks AFB, ND 58205.

(b) The sealed envelope or package used to submit your proposal must show the time and date specified for receipt, the Solicitation Number, and the name and address of the offeror.

(c) Faxed or emailed proposals will NOT be accepted.

(d) Offerors are cautioned that Grand Forks AFB, ND has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. SOME DELAY SHOULD BE ANTICIPATED WHEN HAND CARRYING PROPOSALS. Offerors should allow sufficient time to obtain a visitor pass and arrive at the 319th Contracting Flight PRIOR to the time specified for receipt.

(e) Late proposals will be processed in accordance with FAR 15.208(b) —Submission, Modification, Revision, and Withdrawal of Proposals.
Section M - Evaluation Factors for Award

EVALUATION OF OFFERORS

M-01 BASIS FOR CONTRACT AWARD: This is a subjective best-value tradeoff source selection in which competing offerors’ past performance history will be evaluated on a basis significantly more important than price considerations. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, in addition to those identified as evaluation factors or subfactors. All acceptable offers shall be treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

A. Price Evaluation. Initially, the Government shall rank all conforming offers (and nonconforming proposals that are correctable) by price. An offeror’s proposed prices will be determined by multiplying the quantities identified in Section B by the proposed unit price for each Contract Line Item Number or Subcontract Line Item Number to confirm the extended amount for each. When applicable, the price evaluation adjustment for HUBZone small business concerns will be applied in accordance with FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, to arrive at an evaluated price. Offerors whose total evaluated price is unreasonable (in accordance with FAR 15.404 and FAR 31.201-3), unbalanced (in accordance with FAR 15.404-1), or unaffordable (not within any budgetary information included in the solicitation) may not be considered for award.

B. Performance Confidence Assessment. The contracting officer shall seek recent and relevant performance information on all offerors based on (1) the past efforts provided by the offeror and (2) data independently obtained from other Government and commercial sources including but not limited to CPARS and PPIRS. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive “Substantial Confidence” performance confidence assessment.

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<tr>
<th>TABLE – PERFORMANCE CONFIDENCE ASSESSMENTS</th>
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<tr>
<td>Rating</td>
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<td>-------------------------------</td>
</tr>
<tr>
<td>SUBSTANTIAL CONFIDENCE</td>
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<td></td>
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<tr>
<td>SATISFACTORY CONFIDENCE</td>
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<td>NEUTRAL CONFIDENCE</td>
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<tr>
<td>LIMITED CONFIDENCE</td>
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<tr>
<td>NO CONFIDENCE</td>
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C. Relevant contracts include but are not limited to: Relevant contracts include construction or comprehensive renovation of high-security/secret-type facilities with data centers or network server rooms including major building systems (HVAC, Fire, Elec), construction or comprehensive renovation of secure military, law enforcement, or aircraft command and control centers that involve similar scope and magnitude of effort, same or similar environment, and complexities this solicitation requires. Complexity is defined as the ability to successfully perform similar or higher magnitudes than described in the solicitation. The purpose of the past performance evaluation is to allow the Government the opportunity to assess the probability of the offeror meeting the solicitation requirements based on the offeror’s demonstrated past performance. The assessment process will result in an overall performance confidence assessment of Substantial Confidence, Satisfactory Confidence, Neutral Confidence, Limited Confidence, or No Confidence as defined in DoD Source Selection Procedures. The evaluation of past performance information will take into account past performance information regarding the prime contractor’s past performance
experience in relation to major or critical aspects of the requirement when such information is relevant to the instant acquisition. The evaluation of past performance information will not take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects. Offerors with no recent/relevant performance history, or if the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, shall receive the rating "Neutral Confidence," meaning the rating is treated neither favorably nor unfavorably (neutral). Relevant assessment ratings are defined as the following:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
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<tbody>
<tr>
<td>VERY RELEVANT</td>
<td>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>RELEVANT</td>
<td>Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>SOMEWHAT RELEVANT</td>
<td>Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>NOT RELEVANT</td>
<td>Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.</td>
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</table>

D. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

E. If the lowest priced evaluated acceptable offer is judged to have a “Substantial Confidence” performance confidence assessment, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

F. If the lowest priced offeror is not judged to have a “Substantial Confidence” performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a “Substantial Confidence” performance assessment or until all offerors are evaluated. The Source Selection Authority shall then make a subjective assessment best value award decision.

G. Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offeror’s may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication 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.

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