This procurement is being solicited as unrestricted. The North American Industry Classification (NAICS) Code is 236220 - Commercial and Institutional Building Construction. The size standard is $36.5M average annual revenue for the past three (3) years. Project magnitude is between $10M and $25M. Persons intending on offering a proposal are highly encouraged to attend the Pre-Proposal Conference on 19 December 2017 at 9:00am Eastern Standard Time. See Section 00100 for specific registration information and details. In accordance with FAR clause 52.228-1 Bid Guarantee, a bid bond is required with the proposal.

Note regarding Block 13 A: Please see Section 00110 paragraph 2 for required number of submittals for all Volumes. Solicitation and all information notices, amendments for this solicitation will be posted at https://www.fbo.gov.

### SOLICITATION

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

C-17 Corrosion Control and Fuel Cell Hangar

Project Number: FJRP159062

This procurement is being solicited as unrestricted. The North American Industry Classification (NAICS) Code is 236220 - Commercial and Institutional Building Construction. The size standard is $36.5M average annual revenue for the past three (3) years. Project magnitude is between $10M and $25M. Persons intending on offering a proposal are highly encouraged to attend the Pre-Proposal Conference on 19 December 2017 at 9:00am Eastern Standard Time. See Section 00100 for specific registration information and details. In accordance with FAR clause 52.228-1 Bid Guarantee, a bid bond is required with the proposal. Note regarding Block 13 A: Please see Section 00110 paragraph 2 for required number of submittals for all Volumes. Solicitation and all information notices, amendments for this solicitation will be posted at https://www.fbo.gov.

### 11. Performance Period

The Contractor shall begin performance within 30 calendar days and complete it within 540 calendar days after receiving award. Notice to proceed. This performance period is mandatory. Negotiable. (See FAR 52.211-10.)

### 12. Payment and Performance Bonds

A. The Contractor must furnish any required performance and payment bonds.

B. Calendar Days

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### 13. Additional Solicitation Requirements:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 03:00 PM (hour) local time 17 Jan 2018 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is 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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.
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.)

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)

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<th>DATE</th>
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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 ITEM 4 (4 copies unless otherwise specified)

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY:

28. NEGOTIATED AGREEMENT  (Contractor is required to sign this document and return ______ copies to issuing office.)  Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract.  The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

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

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

30B. SIGNATURE

30C. DATE

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

31B. UNITED STATES OF AMERICA

31C. AWARD DATE
Section 00010 - Solicitation Contract Form

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<td>Job</td>
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<tr>
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<td>Provide all personnel, material, equipment, tools, and incidental items required to construct a C-17 Corrosion Control/Fuel Cell Hangar. This includes a 43,500 square foot hangar, 17,500 square foot shop/admin area, and separate 10,000 square foot flight simulator building. BASE BID. FOB: Destination</td>
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<td>Option 1 FFP</td>
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<td>Operable Partition. All materials, equipment, labor, and incidentals to install a manual operable, acoustic paired-panel partition (to include pocket enclosure door panels) at Classrooms H108 and H109. Note that the operation shall replace the gypsum wall board partition as indicated on the Floor Plan. Note also that all infrastructure structural steel supports and bracing required for operable partition installation shall be provided as part of the Base Bid. FOB: Destination</td>
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<td>Fuel resistant resinous flooring, hangar flood lighting, ACE HVAC ductwork. All materials, equipment, labor, and incidentals to install the Fuel Resistant Resinous Floor at the aircraft Hangar Bay. Refer to Finish Floor plan for extent. Note that the diamond honed sealed concrete floor finish at the aircraft Hangar Bay shall be provided as part of the Base Bid. Install the interior wall mounted maintenance flood task lighting (Fixture Type ‘FL’) to also include: mounting brackets, individual timers &amp; switching, and electrical branch circuit conductors. Note that the Electrical infrastructure to include conduit &amp; junction boxes to fixtures, breaker capacities for entire fixture type, etc. shall be part of the Base Bid. Install the complete interior ductwork (from the through-wall connection along column line ‘HA.1’ to ceiling hung hose reel location) to also include the associated hose reel, controller, and electrical branch circuit conductor. Note that the Electrical infrastructure to include conduit, junction boxes, breaker capacity, etc. shall be part of the Base Bid. FOB: Destination</td>
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<td>Landscaping &amp; paver hardscape, ornamental fence &amp; knee wall. All materials, equipment, labor, and incidentals to install Landscaping (Trees, Shrubs, and Grasses) as shown on Landscape Plans for both the Hangar and Simulation Bldgs. Note that scored concrete entrance sidewalk with joints from both facility entrances (Hangar and Simulation Bldgs.) to perimeter sidewalks, mow strips indicated, and lawn to be provided as part of the Base Bid. Install 7'-0&quot; high fence consisting of a 3'-0&quot; high cast in place concrete knee wall with a 4'-0&quot; high AT/FP compliant ornamental fence above. Note that the 7'-0&quot; high chain link fence shall be provided as part of the Base Bid. FOB: Destination</td>
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Flight simulator building crane. All materials, equipment, labor, and incidentals to provide the 3 ton under running crane located in Room S127 – Weapon Systems Trainer Bay within the Flight Simulator Building. This option line item (OLI) shall also include the: structural runway beams, structural support bracing, and electrical branch circuit conductor(s). Note that the Electrical infrastructure to include conduit & junction boxes to final crane location, breaker capacity etc. shall be part of the Base Bid.

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Demountable partitions, exterior flightline signage. All materials, equipment, labor, and incidentals to install all demountable partitions as indicated on the floor plans (for both the Hangar and Simulation Bldgs.). This OLI shall include all delegated design layout modification/adjustments efforts for all affected components and systems, to include but not limited to: acoustical ceilings, mechanical ductwork and diffusers, lighting, fire suppression locations, etc. required to provide a complete and fully operational Hangar and Simulation facility consistent with all components and systems in lieu of gypsum board partitions as shown in the Base Bid documents. Install the internally illuminated, exterior wall mounted 8'-0" high monument lettering as shown on Architectural Exterior Elevation, Sheet A1/A-202. This OLI shall also include all electrical branch circuit conductor(s). Note that the Electrical infrastructure to include conduit & junction boxes to final location of each letter, breaker capacity, etc. shall be part of the Base Bid.

FOB: Destination

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**SECTION 00010**

SECTION 00010 Solicitation Contract Form

**TABLE OF CONTENTS**

SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK
SECTION 00010 – PRICING SCHEDULE, NOTES
SECTION 00100 – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
SECTION 00110 – SUBMISSION REQUIREMENTS AND INSTRUCTIONS
SECTION 00120 – PROPOSAL EVALUATIONS AND BASIS FOR AWARD
SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS
SECTION 00700 – CONTRACT CLAUSES
SECTION 00800 – WAGE DETERMINATION

ATTACHMENT 1 – PLANS AND SPECIFICATIONS, Volume 1 of 2, Project No. FJRP159062, dated 22 September 2017, 926 pages
ATTACHMENT 2 – PLANS AND SPECIFICATIONS, Volume 2 of 2, Project No. FJRP159062, dated 22 September 2017, 1,043 pages
ATTACHMENT 3 – DRAWINGS, Volume 1 of 5, General/Life Safety/Civil/Landscape, dated 22 September 2017, 38 pages
ATTACHMENT 4 – DRAWINGS, Volume 2 of 5, Structural, dated 22 September 2017, 55 pages
ATTACHMENT 5 – DRAWINGS, Volume 3 of 5, Architectural, dated 22 September 2017, 65 pages
ATTACHMENT 6 – DRAWINGS, Volume 4 of 5, Equipment/Mechanical/Plumbing, dated 22 September 2017, 58 pages
ATTACHMENT 7 – DRAWINGS, Volume 5 of 5, Fire Suppression/Fire Alarm/Electrical/Telecommunications &
Security, dated 22 September 2017, 97 pages
ATTACHMENT 8 – GEOTECHNICAL REPORTS, dated 22 September 2017, 86 pages
ATTACHMENT 9 – BRAND NAME DETERMINATION, dated 1 November 2017, 1 page
ATTACHMENT 10 – VISITOR REQUEST WORKSHEET, dated 26 October 2016, 2 pages
ATTACHMENT 11 – PRE-PROPOSAL CONFERENCE/SITE VISIT AND PROPOSAL DROP-OFF MAP/INSTRUCTIONS, 2 pages

EXHIBIT A – Performance Relevancy Questionnaire
EXHIBIT B – Subcontractor Information and Consent Form
EXHIBIT C – Past Performance Questionnaire Package
EXHIBIT D – Letter of Commitment
EXHIBIT F – Small Business Participation Plan Format
EXHIBIT G – Small Business Subcontracting Plan Format
EXHIBIT H – Proposal Schedule

SECTION 00010 NOTES
NOTES

1. Instructions for the preparation of proposals are located in Sections 00100, 00110 and 00120.

2. Offeror’s attention is invited to the insurance requirement contained in this solicitation (FAR Clause 52.228-5 Insurance – Work on a Government Installation). Certification of the required coverage for the prime contractor shall be furnished prior to beginning work on this contract, and the Contracting Officer may request evidence of the required insurance at any time during the life the contract.

3. The term “Bidding Schedule” shall also be construed to mean “Offer Schedule” or “Schedule”. The terms “bid” and “offer”, and “bidder” and “offeror” shall be construed as having the same meaning in this solicitation and resulting contract.

4. Line items 0002 through 0006 are Option Line Items. See FAR Provision 52.217-5 Evaluation of Options, Section 00100. See FAR Clause 52.217-7 in Section 00700. Option lines items are shown in plans and specifications as OLIs.

END OF SECTION 00010

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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</table>
1. SCOPE

1.1. You are invited to submit a proposal in response to our Request for Proposal W91242-18-R-0001 for Project No. FIRQP159062 at the 145th Airlift Wing, Charlotte, NC. As a result of this solicitation, the Government intends to award a single Firm Fixed Price (FFP) contract to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

1.2. This solicitation is unrestricted.

2. NOTICE OF PRE-PROPOSAL CONFERENCE

2.1. A pre-proposal conference will be conducted on **Wednesday 19 December 2017 at 9:00AM EST** for the purposes of briefing on the proposal requirements and answering questions regarding this solicitation. This conference will be held at 4930 Minuteman Way, Charlotte, NC 28208. Interested Contractors are highly encouraged to attend the pre-proposal conference. The site visit will be held following the conference.

2.2. Due to security conditions, all offerors must register to attend this conference and site visit. Email the attached “Visitor Request Worksheet” to TSgt Zachary Leddy at Zachary.d.leddy.mil@mail.mil AND SMSgt Bryant Alexander at Bryant.k.alexander.mil@mail.mil. Please complete blocks 1.3, and 1.5 through 1.8 for all persons attempting to gain access to the installation.

2.3. This information must be provided in advance, **not later than two (2) business days** prior to the pre-proposal conference in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. Failure to furnish all or part of the requested information may result in the Government’s denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

2.4. Visitors must pick up their passes at the Installation’s Main Entry Gate prior to arrival. You will be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Driver’s License, (3) Proof of Insurance for Vehicle, and/or (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

2.5. Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

2.6. A record of the conference shall be made and furnished to all prospective offerors via posting to www.fbo.gov. The record will include minutes of the meeting, including questions (on a non-attribution basis) and answers.

3. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS

3.1. Submit all questions via email to the contracting office at the address shown below. Do NOT contact the A-E or Engineering personnel directly. Doing so will only delay the response to your question.

**Subject Line:** Reference No. W91242-18-R-0001

**Email:** Zachary.d.leddy.mil@mail.mil, Bryant.k.alexander.mil@mail.mil, and Karla.M.Garcia4.civ@mail.mil
INQUIRIES SHALL BE SUBMITTED VIA EMAIL AND INCLUDE THE FOLLOWING INFORMATION:

Date of Proposal Inquiry:
From: ________________________________
Company Name: _________________________
Phone Number: ____________________________
Email address: _____________________________

Proposal Inquiry: Be specific as to part of solicitation you are questioning.

3.2. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.

3.3. The Contracting Officer reserves the right to address questions received after the seventh business day prior to solicitation closing with those offers deemed compliant and/or in the competitive range after closing. All questions and requests for information (RFI) must be received NOT LATER THAN the seventh working day prior to closing and will be posted not later than five working days prior to closing. OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.

3.4. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to www.fbo.gov.

3.4.1. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

3.4.2. For security reasons, all technical and engineering data related to this solicitation will be distributed using the Federal Business Opportunities (www.FedBizOpps.gov or www.fbo.gov) system. FedBizOpps is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies.

3.4.2.2. Interested offerors must be registered in the System for Award Management (SAM). To register go to: www.sam.gov. You will need your DUNS number to register. Instructions for registering are on the web page.

4. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

4.1. The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted at www.fbo.gov.

4.2. Offerors are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information.
5. **HAND CARRIED PROPOSALS/INVITATIONS**

5.1. A proposal repository is provided for hand carried proposals and is located at: 4930 Minuteman Way, Charlotte, NC 28208.

5.2. Hand carried proposals must be deposited in the repository prior to the time established for receipt of proposals. For confirmation of proposals that are mailed, please contact SMSgt Bryant K. Alexander at (704) 391-4209 or bryant.k.alexander.mil@mail.mil.

5.3. Offerors are cautioned that approval to enter the base must be obtained prior to the closing date for receipt of proposals. Offerors are cautioned that they will be required to follow the same procedures to gain access to drop off a proposal as for the pre-bid conference and site visit. Email the attached “Visitor Request Worksheet” to TSgt Zachary Leddy at Zachary.d.leddy.mil@mail.mil AND SMSgt Bryant Alexander at Bryant.k.alexander.mil@mail.mil. Please complete blocks 1.3, and 1.5 through 1.8 for all persons attempting to gain access to the installation. Provide this no later than **two (2) business days before** the date proposals are due. Delays are probable at the entry point and should be accounted for. Late receipt of proposals due to base entry delays may not be deemed excusable and the Contracting Officer may declare the proposal late and remove it from consideration.

6. **WAGE DETERMINATION**

6.1. The Construction Wage Rate Requirements formerly known as Davis Bacon Wage Rates are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are General Decision Number NC170037, dated 11/03/2017, Mecklenburg County, North Carolina as shown in Section 00800.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of the solicitation, the most current wage determination is in effect. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates, then the provisions of FAR 22.404-5(c)(4) will apply.


7. **PROPOSAL EXPENSES AND PRE-CONTRACT COSTS**

This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

8. **REMOVAL OF SECTIONS AT TIME OF AWARD**

Sections 00100, 00110, 00120, 00600 and all exhibits will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.

9. **DISPOSITION OF UNSUCCESSFUL PROPOSALS**

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals. No destruction certificate will be provided.

10. **INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES**

It has been determined that all reasonable utility amounts, where/if physically available, used in connection with this project will be furnished to contractor without cost. The offerors will take this into consideration when computing
its offer. (FAR Clause 52.236-14, Availability and Use of Utility Services)

11. **BID BONDS**

An original bid bond and valid Power of Attorney are required with submission of the proposal at the time and date stated on the SF1442 block 13. Bid bond must be on the most current SF24 form and must include original signatures and raised seals or original stamps for both the principal and surety(ies). Rejection of a bid bond shall be in accordance with FAR 28.101-4 Noncompliance with bid guarantee requirements. Power of attorney must have a raised seal or original stamp of the surety company showing a date between solicitation open and close verifying the original power of attorney is still in full force and effect.

12. **EXCEPTIONS**

If the offeror takes exception to any of the requirements specified in this solicitation, the offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 00800) and supporting rationale shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements.) The Government will assume an offeror takes no exceptions to any solicitation requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an offeror's proposal unacceptable and ineligible for award.

13. **CLAUSES**

13.1. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

13.2. Clauses and provisions in this document may not appear in consecutive order.

14. **BRAND NAME REQUIREMENTS**


**CLAUSES INCORPORATED BY REFERENCE**

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<td>52.204-7</td>
<td>System for Award Management</td>
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<td>52.204-16</td>
<td>Commercial and Government Entity Code Reporting</td>
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<td>52.204-22</td>
<td>Alternative Line Item Proposal</td>
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<td>52.215-1</td>
<td>Instructions to Offerors--Competitive Acquisition</td>
<td>JAN 2017</td>
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<tr>
<td>52.222-58</td>
<td>Subcontractor Responsibility Matters Regarding Compliance with Labor Laws (Executive Order 13673)</td>
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<td>52.236-28</td>
<td>Preparation of Proposals--Construction</td>
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<td>252.204-7008</td>
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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)

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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)
(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>
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<th>Goals for minority participation for each trade</th>
<th>Goals for female participation for each trade</th>
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<tbody>
<tr>
<td>18.5%</td>
<td>6.9%</td>
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</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 the 145th Airlift Wing, Mecklenburg County, Charlotte, North Carolina.

(End of provision)
(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country 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 Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination 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 FAR clause 52.225-11 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country 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)

52.228-1   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 $3M, 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 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

Office of the Chief Counsel
ATTN: NGB Protest Decision Authority
111 South George Mason Drive, AH2
Arlington, VA 22204-1373
FAX: (703) 607-3684 or 3682

Protest to the Contracting Officer shall be filed at:

Karla M. Garcia
Contracting Officer
189 Marine Street
St. Augustine, FL 32084

ONLY WRITTEN PROTESTS WILL BE CONSIDERED. NO PROTESTS MAY BE FILED BY ELECTRONIC MAIL.

(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--

Wednesday 19 December 2017 at 9:00am Eastern Standard Time

(c) Participants will meet at--

4930 Minuteman Way
Individuals interested in attending the site visit must send attached "Visitor Request Worksheet" to TSgt Zachary Leddy, zachary.d.leddy.mil@mail.mil, and SMSgt Bryant Alexander at bryant.k.alexander.mil@mail.mil no later than two (2) business days prior to pre-proposal conference. A map is provided as attachment 11 to this solicitation of the exact location.

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

END OF SECTION 00100
SECTION 00110
1. PROPOSAL PREPARATION INSTRUCTIONS

1.1. These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section 00100, FAR Provision 52.215-1, Instruction to Offerors – Competitive Acquisition.

1.2. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and eliminated from consideration for award.

2. PROPOSAL CONTENT

2.1. Prospective offerors shall submit the following volumes in two separate packages:

2.1.1. Volume 1, Volume 2 and Volume 3: Provide one (1) electronic copy of all of the Volumes proposal information. Electronic copies shall be submitted on CD/DVD saved in Microsoft Word format or Adobe Acrobat.

2.1.2. Volume 1, Price proposal, pro forma documents (to include bid schedule): submit one original, (1) one hard copy in accordance with instructions contained herein.


2.1.2.1 Volume 2, Part 2 – Past/Present Performance Information: submit one original and (4) four hard copies

2.1.3. Volume 3- Factor 3 Small Business Participation Plan: submit one original and (2) hard copies

2.3. After compiling all required information, submit original and specified number of copies to the following office (either hand-carry or mail):

ATTN: Zachary Leddy/Bryant Alexander
145th Airlift Wing Contracting Office
4930 Minuteman Way
Charlotte, NC 28208

Mark the front of the envelope/box with the following: “PROPOSAL No. W91242-18-R-0001, DO NOT OPEN---Competitive Acquisition”.

2.4. PROPOSAL FORMAT

2.4.1. Purpose: These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposed data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation.

2.4.2. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

2.4.3. Offerors are cautioned to submit enough information to enable the evaluation committee to fully ascertain each offeror’s capability to perform all of the requirements contemplated by this solicitation. All commitments
made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

2.4.4. Written proposals shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but may be on 8.5 x 11 or 8.5 x 14 inch paper) and shall be in a legible font size (10 min.). All pages of each proposal shall be appropriately numbered, and identified with the RFP number. For ease of reference, consecutive page numbering with tabs is required. Type size for graphics, charts, diagrams and tables shall be of an appropriate font and size for the application, and must be clearly readable without magnification assistance to the normal eye. Text lines will be no less than single-space. To the maximum extent practicable, proposal submission shall be double sided. Where page limits exist a page is defined as one single side of a page. Double sided pages count as 2 pages. Unless otherwise stated, tabs, indexes and dividers do not count in the page count.

2.4.5. Binding: Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. Three ring binders are preferred. The cover and spine of each binder will clearly identify the offeror’s name, Project number, RFP number, RFP title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

2.4.6. Indexing: Each binder will contain a “Table of Contents” for that volume. The “Table of Contents” will identify major areas, paragraphs and subparagraphs by number and title, as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate.

2.4.7. Electronic Copy: Provide one (1) electronic copy of all of the Volumes proposal information. Electronic copies shall be submitted on CD/DVD saved in Microsoft Word format or Adobe Acrobat.

2.4.8. If revised proposals are requested, all proposal revisions shall be submitted on colored paper as page changes with each page identified by date and page number. Revised pages shall be printed on one side and punched with a 3-hole punch along the left margin. The number of revised copies to be submitted is the same as the initial proposal in accordance with FAR 15.306 (a). Requests for such information do not constitute discussions.

2.4.9. The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected.

2.5. PROPOSAL VOLUME CONTENTS: Each offeror’s proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals, which do not include the requested minimum information, may be eliminated from further consideration for award. All potential offerors must be registered in the System for Award Management at time of proposal submission. See FAR Provision 52.204-7, System for Award Management.

2.5.1. VOLUME 1, PRICE/COST INFORMATION AND PRO FORMA DOCUMENTS

2.5.1.1. Offerors shall provide all price/cost information necessary to provide a meaningful basis for Government’s analysis and evaluation of price/cost for the project set forth in Section 00120 of this solicitation. The Government is not, and does not intend on, requesting certified cost or pricing data. See proposal schedule table in paragraph 2.5.1.4 for details. In order to better understand the prices proposed, the contractor shall provide a basis of estimate in the form of a narrative to explain the proposed prices for each CLIN and the three (3) largest cost items for each section of the base bid and each option line item. The Government is not seeking a review of separate cost elements and the narrative should be provided with the price proposal in Volume I.

2.5.1.2. Provide an introductory page to include Cage Code, DUNS Number, Tax Identification Number (TIN), points of contact, authorized negotiators, contact phone, and email addresses. Also, include your business socioeconomic status, e.g. small business, woman-owned small business, HUBZone small business, etc.

2.5.1.3. Offer and Section 00010 – Complete in its entirety the “Offeror” portion of the Standard Form (SF) 1442.
An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature. All amendments to the solicitation must be acknowledged on the second page of the SF 1442.

2.5.1.4. Section 00010 – Insert the price/cost associated with the project in the line items. All line items (CLINs) must be priced to be considered. In addition, the following proposal schedule must accompany the proposal package in volume 1. A PDF document has been included as Exhibit H to this solicitation.

### Proposal Schedule

**Project Number:** FJRP159062  
**Project Title:** C-17 Corrosion Control and Fuel Cell Hangar

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### FIRE PROTECTION
- **03 - CONCRETE**
- **04 - MASONRY**
- **05 - METALS**
- **07 - THERMAL AND MOISTURE PROTECTION**
- **08 - OPENINGS**
- **09 - FINISHES**
- **21 - FIRE SUPPRESSION**
- **22 - PLUMBING**
- **23 - HVAC**
- **26 - ELECTRICAL**
- **28 - ELECTRONIC SAFETY & SECURITY**
- **31 - EARTHWORK**
- **33 - UTILITIES**

### COMMUNICATIONS SUPPORT
- **03 - CONCRETE**
- **26 - ELECTRICAL**
- **31 - EARTHWORK**
- **33 - PLUMBING**

### UTILITIES
- **03 - CONCRETE**
- **26 - ELECTRICAL**
- **31 - EARTHWORK**
- **33 - UTILITIES**

### Option CLIN Description Amount

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2.5.1.5 An original bid bond and valid Power of Attorney are required with submission of the proposal at the time and date stated on the SF1442 block 13. Bid bond must be on the most current SF24 form and must include original signatures and raised seals or original stamps for both the principal and surety(ies). Rejection of a bid bond shall be in accordance with FAR 28.101-4 Noncompliance with bid guarantee requirements. Power of attorney must have a raised seal or original stamp of the surety company showing a date between solicitation open and close verifying the original power of attorney is still in full force and effect.

2.5.1.6. Representations and Certifications- Section 00600- insert the required certifications and representations and return only those shown in section 00600. Return the entire Section 00600 with your proposal. All other required representations and certifications are to be completed on line in the System for Award Management (SAM) www.sam.gov.

2.5.1.7. Joint Venture Requirements - Parties wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the joint venture agreement. The joint venture agreement shall be executed in accordance with FAR 4.102(d). Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of similarly binding character in the case of an unincorporated entity. Offerors are reminded that to obtain an award the awardee, to include a joint venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet applicable size standards (See FAR Subpart 19.1). Submit with the proposal any size determination for the Joint Venture entity received from the Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration (IAW FAR 19.302 (b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA) and not the Contracting Officer.

2.5.1.8 Subcontracting Plan: If the Offeror proposing on this solicitation is a large business concern, in accordance with the definition as identified in FAR Clause 52.219-1, “SMALL BUSINESS PROGRAM REPRESENTATION”, the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 (Deviation 2016-O0009) SMALL BUSINESS SUBCONTRACTING PLAN and DFARS 252.219-7003 Alt I, “SMALL
B. BUSINESS SUBCONTRACTING PLAN” (see Section 00700 of this solicitation for the full Clauses).

2.5.1.8.1 The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with AFARS Appendix DD and FAR Clause 52.219-9 (Deviation 2016-00009), as it will be incorporated into the contract upon award of the contract to the Offeror, if acceptable and upon final approval of the Contracting Officer. The Small Business Subcontracting Plan format at Exhibit G may be utilized.

2.5.1.8.2 The Plan shall include a description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), HUBZone business and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. The Offeror shall provide specific information on proposed subcontracted effort for this project.

2.5.2. VOLUME 2, PART 1, OFFEROR TECHNICAL CAPABILITY PROPOSAL

2.5.2.1. Volume 2 Part 1 is comprised of two (2) sub-factors and their sub-elements. Subfactor 1 Demonstrated Experience and Key Personnel (sub-element 1: Demonstrated Experience, sub-element 2: Key Personnel); Subfactor 2 Technical Approach Plan and Construction Schedule (sub-element 1: Technical Approach Plan, sub-element 2: Construction Schedule).

2.5.2.1.1. Government acknowledges that the technical proposal will involve discussion of some of the same projects/contracts discussed in the Past Performance volume. While Past Performance examines how an offeror performed in the past, so as to determine the probability of success on future projects, this subfactor examines the offeror’s experience with complex multidiscipline project management and execution and how the offeror demonstrates an understanding of the contract’s requirements taking this experience into consideration.

2.5.2.2. Subfactor 1 Demonstrated Experience and Key Personnel. Projects submitted under Demonstrated Experience are limited to 3 single pages for each project, exclusive of table of contents, tabs, and dividers. Resumes for key personnel are limited to 3 single pages for each key personnel. Pages in excess of the limit will not be evaluated. If pages in excess of the limit are provided, only the first 3 pages will be evaluated.

2.5.2.2.1. Sub-factor 1, sub-element 1, Demonstrated Experience: Provide a minimum of 2 and a maximum of 5 completed or currently well underway projects and turn over no more than 8 years receding the date of this solicitation that demonstrated experience of the offeror and its team members (i.e. major subcontractors) in successfully completing the construction of projects for corrosion control, fuel cell hangars, flight simulators or equivalent facilities and with similar characteristics to those identified in this solicitation. If a project is identified as one where LEED Silver or higher certification was achieved, the offeror shall provide full documentation as evidence to confirm that this certification was achieved. If no experience in LEED Certification so state and indicate in detail how you plan to overcome this lack of experience. The onus is solely on the offeror to indicate in detail how the offeror plans to overcome this lack of experience. A well underway project is defined as 100% designed and at least 50% of construction progress completed. If a project is presented and has not been completed, the offeror shall explain which elements of the work are not completed and shall provide the completion percentage. If a project is presented and has not been accepted by the client, the offeror shall explain which elements of the work are not completed and shall provide supporting documentation from the client to confirm physical completion of the project.

2.5.2.2.1.2 If any portion of the work provided as demonstrated experience is subcontracted, clearly identify that work as such and provide the required experience of that subcontractor as it relates to work the subcontractor is to perform. In addition, a letter of commitment, using Exhibit D, from the subcontractor shall be submitted in order to consider their demonstrated experience.

2.5.2.2.1.3 If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer.

2.5.2.2.1.4 If the offeror is a joint venture, each firm shall provide information demonstrating experience relevant to their role on this project.
2.5.2.2.1.5 The prime contractor and team members shall each demonstrate recent, relevant experience on projects that are similar in nature, magnitude, and complexity to the work described in this solicitation using Exhibit A, Performance Relevancy Questionnaire/Company Specialized Experience. The Government intends to use Exhibit A Part 1 information in the evaluation of demonstrated experience for Subfactor 1, sub-element 1. A reiteration of the information provided in Exhibit A is neither required nor desired. Offeror should reference this information by providing a short summation of their relevant experience to meet the submission requirements of this sub-factor.

2.5.2.2.2 Sub-factor 1, sub-element 2, Key Personnel: Discuss and provide experience of key construction personnel including, but not limited to, Project Manager, Site Superintendent(s), Quality Control Manager (on site) and Safety Manager. Refer to Division 01 Specification Section 01000 for the minimum qualification requirements for key personnel. Additionally, indicate the key construction personnel experience and their required qualifications in assigned roles with building to USGBC LEED® standards. The individual assigned the role of LEED point of contact for this project will be required to demonstrate LEED Professional Accreditation (LEED BD+C, LEED ID, etc.) and experience on LEED projects they have worked on or certified. Indicate whether each individual has had a significant role in any of the cited project examples under Demonstrated Experience, sub-element 1. If no experience so state and indicate in detail how you plan to overcome this lack of experience. The onus is solely on the offeror to indicate in detail how the offeror plans to overcome this lack of experience. In the event the intended person is not part of the offeror’s organization at the time the proposal is submitted then a completed Exhibit B, “Subcontractor/Team/Key Personnel Information and Consent Form” is also required or the information will not be considered. In addition, a letter of commitment, using Exhibit D, from the subcontractor key personnel shall be provided.

2.5.2.3. Subfactor 2, Technical Approach Plan and Construction Schedule: Each topic (items a through h below) required to be described in the Technical Approach Plan is limited to 2 pages each. The construction schedule itself is not subject to page limits; however any narrative accompanying the construction schedule submission is limited to 5 pages, excluding tabs and indexes.

2.5.2.3.4 Subfactor 2, Sub-Element 1, Technical Approach Plan: Provide information that describes the offeror’s organization and intended technical approach to execute the requirements. Clearly but concisely describe the organizational and technical approach to project management and execution. The Technical Approach Plan will be incorporated into the contract.

The Technical Approach Plan shall include the following topics:

a. Describe how the work will be executed from start to completion. Provide a sequence of activities which represent work through the entire project from mobilization to demobilization.

b. Describe how the company intends to achieve LEED Silver Certification for both the C-17 Hangar, and the Flight Simulator Training Facility in accordance with all requirements specified in the specifications. Also identify the individual and/or entity that will be assigned as the LEED Point of Contact. As indicated in paragraph 2.5.2.2.2 in Section 00110, the individual assigned as LEED POC will be required to demonstrate LEED Professional Accreditation (LEED BD+C, LEED ID, etc.) and experience on LEED projects they have worked on or certified. Qualifications requirement will be evaluated under Factor 1, sub-element 2, Key Disciplines. If the offeror intends to subcontract this portion of the work, a letter of commitment for the subcontractor will be required.

c. Basis for proposed timeframes in sub-element 2, Construction Schedule, shall be provided including all assumed contingencies (i.e. adverse weather, mechanical shut-down, other issues, etc)

d. Describe the time control capabilities and systems to be used to plan construction and how the schedule will be used to manage construction. Discuss internal procedures for handling delays to minimize time growth or “schedule creep”. Include a narrative discussing the scheduling processes and resource allocation that ensure completion and control of schedule progress from beginning to the end of the project.

e. Describe what firms, their resources and how their resources will be utilized, their roles and responsibilities and any contractual arrangements that have been established. Clearly describe any teaming or joint venture arrangements, including a clear description of each firm’s roles and
responsibilities on the project. Include a simple organizational chart, illustrating the organization, including the proposed quality control group(s). Present a matrix of responsibilities for each firm in executing the key work breakdown structure activities of the project, including construction activities for each major feature (i.e., site work, utilities, etc.).

f. Describe the proposed management structure for the team, describing how the construction process will be managed and the authorities and the delegations of authority within the team. Include a key personnel organization chart that clearly depicts the key positions and the names of the personnel, their firm affiliations and their job locations and their job/position title within the organization. The key personnel organization chart shall be consistent with the corporate organization chart, with the matrix of responsibilities assigned to the list of key personnel.

g. Describe the team’s quality control approach, corporate systems and capabilities to maintain quality control of construction. Describe the proposed quality control organization, including the proposed staffing plan. Provide information on how you will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, contract completion, closeout, as-built, and completion documentation. Proposal must demonstrate adequate quality control processes to give the government confidence of the offeror’s ability to successfully manage the material submittal process, and ensure subcontractor compliance with contract documents. The proposed Quality Control answers should provide a detailed explanation of how quality issues are dealt with on various types of construction projects for all items identified above and meetings, inspections, submittal reviews, correction of non-compliant work and how you intend to ensure non-reoccurrence and reporting of quality problems to Government officials. There is no need to submit a quality control plan as the successful offeror will provide that after award.

h. Describe the offeror’s proposed safety program and the firm’s familiarity with, and/or plans to adhere to, OSHA standards, USACE EM 385-1-1 (Safety Manual) and standard State OSHA safety requirements, if applicable. (Note: A Safety Plan is not required). Describe steps taken to promote safety during construction during the past three (3) years.

2.5.2.3.5 Sub-factor 2, Sub-Element2, Construction Schedule: is obtained for the purposes of evaluating an offerors understanding of the requirements of the schedule and commissioning.

2.5.2.3.1. Provide Construction Schedule in a Gantt chart that shows the complete project schedule from Notice to Proceed date of June 20, 2018 (estimated) to include all construction activities as well as concurrent activities, and outline the critical path activities that will show successful execution of the construction project within the period of performance requirements per FAR 52.211-10.

2.5.3. VOLUME 2, PART 2 OFFEROR PAST/PRESENT PERFORMANCE INFORMATION

2.5.3.1. Volume 2 Part 2 is obtained for the purpose of evaluating Past/Present Performance. Past/Present Performance includes current/on-going performance that is complete to 50% or greater within 8 years preceding this solicitation. Volume 2 includes the offeror’s Performance Relevancy Questionnaire, Exhibit A Parts 1 and 2; and any discussion and or additional information, awards, letters, etc. concerning past/present performance the offeror includes. Offerors are cautioned to complete all the questions on the Exhibit A Parts 1 and Part 2. Detailed instructions are included in Exhibit A.

2.5.3.2. Offerors shall use the Reference Package, Exhibit C, to obtain references from past and present clients.

2.5.3.3. Past/Present Performance, which includes current on-going (present) performance that is complete to 50% or greater within 8 years preceding this solicitation will be evaluated using the evaluation criteria set forth in Section 00120 of the solicitation. If the offeror represents the combining of two or more companies, joint venture or formal teaming agreement, for the purpose of this RFP, each company shall complete Exhibit As and obtain Exhibit C references. The Government may contact these references and may consider this information as well as information obtained from any other sources when evaluating the offeror’s past/present performance.

2.5.3.4. Offerors shall discuss their performance using the Performance Relevancy Questionnaire format, Exhibit A, Part 1. Prepare not more than five (5) of these documents. Contractors should select their projects carefully because
the quality of the contractor’s relevant performance is more important than the quantity of projects submitted.

2.5.3.5. Use the Exhibit A format to provide information that demonstrates a history of performance on contracts that are similar in scope, complexity, and cost magnitude to this project’s plans and specifications. Explain what aspects of the contract you find relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in proposal.

2.5.3.6. Offerors should consider the currency and relevancy of the past/present performance information to be considered, the performance must have been completed during the past eight (8) years. The period begins eight (8) years prior to the solicitation release date and includes current performance. Performance that is more current may have greater impact than older performance.

2.5.3.7. In determining relevancy to the solicitation requirement, offerors should consider the similarity of construction methods employed, size, scope, cost magnitude, location, client type (e.g. federal government) and complexity of work performed to those required for the proposed effort. Location should also be considered.

2.5.3.8. Offerors are encouraged to include with their proposal information any problems encountered on the identified contracts and the offeror's correction actions.

2.5.3.9. Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this acquisition. Such information shall, as a minimum, include:

- Name(s) of Predecessor Company/Subcontractor and/or Key Personnel
- Complete Address
- Telephone, Fax Number and email address
- Brief synopsis of the experience- A resume may be submitted for "Key Personnel" Describe relevancy to this project

2.5.3.10 Provide three (3) references, for each Predecessor Company, Subcontractor or Key Personnel. Clearly identify the contractor/individual for whom the reference information concerns.

2.5.3.11. Past Performance References – REQUIRED – A “Final” Performance Evaluation (Construction) (also referred to as CPARS Evaluation) issued for a project may be included in lieu of sending out reference package for the project. OR Offerors shall prepare and submit to prior client(s) of all the projects listed on your Exhibit A submission a Reference Package (Exhibit C) (Detailed instructions are included in Exhibit C Package). This includes correspondence explaining the requirement to obtain an independent evaluation of prior contract performance, and the Past Performance Questionnaire for use in evaluating Past Performance. Inform references that completed Performance Questionnaire should be returned to the Contracting Officer via email at: Zachary.D.Leddy.mil@mail.mil AND Bryant.k.alexander.mil@mail.mil to arrive NO LATER THAN the closing date for receipt of proposals. Offeror must not review the Past Performance Questionnaire prior to submission. They are to be submitted by the client/evaluator directly to the Contracting Officer. Offeror's should follow-up and encourage references to get the questionnaires to the Contracting Officer in a timely manner.

2.5.3.12. In assessing past performance, the Government may also consider the past/present performance of the offeror’s key personnel, Project Manager, Quality Control Manager and Site Superintendent, as it relates to previous projects. In the event the intended key personnel for this solicitation’s project do not have demonstrated past performance in the project(s) submitted in the Exhibit A’s, the Government reserves the right to obtain reference information if additional information is required.

2.5.3.12.1. Each key person without prior past performance history demonstrated on the submitted Exhibit A shall provide a summary of experience or a resume. In the event the intended person is not part of the offeror’s organization at the time the proposal is submitted then a completed Exhibit B, “Subcontractor/Team/Key Personnel Information and Consent Form” or Letter of Intent, is also required or the information will not be considered. The Government may seek additional references and reserves the right to use the information provided
to obtain additional references.

2.5.3.13. Offerors are advised that the Government may use all data provided by the offeror in this volume and data obtained from any other sources, to include, but not limited to, data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate. While the Government may elect to consider data obtained from other sources, the burden of providing current accurate and complete past/present performance information rests with the offeror.

2.5.4 VOLUME 3, SMALL BUSINESS PARTICIPATION PLAN

2.5.4.1 All offerors shall identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs), and Woman-Owned Small Businesses (WOSBs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror shall identify their own participation as a SB, SDVOSB, HUBZONE SB, SDB, or WOSB, and it will be considered in evaluating the proposed extent of participation of small businesses (use Exhibit F – Small Business Participation Plan).

Offerors must propose goals for Small Business Participation. Small business participation goals are to be an estimated percentage of total contract dollars (total proposed amount including options). Provide an overall goal to be accomplished through collective small business participation from any type of small business, to include all small business programs, and propose individual goals for each small business program utilizing Exhibit F. The work to be performed directly by a small business prime offeror will be included the offeror’s Small Business Participation goal.

This factor includes a minimum Total Small Business Participation goal (for all types of small business combined) for this acquisition of 34% of total contract dollars (total proposed amount including options).

Separate and distinct from the Small Business Participation Plan, large business offerors must also submit a Subcontracting Plan, as required by FAR 52.219-9 (Deviation 2016-00009), under Volume 2, Tab D. Large businesses will not be eligible for award if they fail to submit an acceptable Subcontracting Plan. The Subcontracting Plan will be based on subcontracted dollars rather than total contract dollars but shall reflect and be consistent with the commitments to small business firms outlined in the Extent of Participation of Small Businesses (i.e., dollars shown for each type of small business in each of the plans should match).

END OF SECTION 00110

SECTION 00120
PROPOSAL EVALUATION AND BASIS FOR AWARD

1. GENERAL INFORMATION

1.1. This solicitation is for a Firm Fixed Price Contract. The Government intends to award a single contract to a qualified offeror deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to all the RFP's requirements and is judged to represent the Best Value to the Government in accordance with the evaluation scheme set out in this solicitation. The award will be made based on the best overall (i.e. best value) proposal that is determined to be the most be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: Technical, Past Performance, Small Business Participation,
and Price. The firm that represents the best value to the Government will be selected for award in accordance with FAR 15.1 Source Selection Processes and Techniques.

1.2. To arrive at a Best Value decision this acquisition will utilize the FAR Part 15.101-1 tradeoff process unless the lowest priced offeror (with a price deemed reasonable and realistic) is also deemed to be the highest rated in terms of non-price evaluation criteria. If the lowest priced offeror is also the highest rated in terms of non-Price Factors, no tradeoff is necessary. Further, there is no tradeoff necessary between any offer that is lower priced and higher rated in terms of non-Price Factors with respect to any other offers that are higher priced and lower rated for the non-Price Factors. While the Government and the Source Selection Authority will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

1.3. The source selection process will be conducted in accordance with FAR Subpart 15.3, Source Selection procedures. Offers will be evaluated using the criteria listed in “Evaluation Factors for Award.” Noncompliance with the RFP requirements may raise serious questions regarding an offeror’s technical ability, past performance and/or pricing and may be grounds to eliminate the proposal from consideration for contract award. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

1.4. The Contracting Officer will begin the evaluation process by conducting a proposal compliance review for all timely-received proposals for determination of basic proposal adequacy prior to providing the proposals to the evaluators. Failure to provide a complete proposal may result in the proposal being removed from further consideration for award. Failure to address any factor Technical, Past Performance, Small Business Participation, and Price or any technical sub-factor or sub-element shall be grounds for elimination from evaluation and consideration for award.

1.5. Offerors must ensure that no pricing information is displayed in Volume 2, Technical, Past Performance and Volume 3, Small Business Participation Proposal.

1.6. Although the assessment of Past Performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, Past Performance information obtained herein will be used during the Government’s responsibility determination. The Government also reserves the right to obtain additional information solely for the purpose of making a responsibility determination from all offerors after receipt of proposals. Requests for responsibility information do not constitute discussions.

1.8. ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by this solicitation. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, etc.) will be utilized for the duration of the contract and any substitutions shall require prior Contracting Officer's approval. The award decision for this contract was based, in part, on an evaluation of the key personnel and/or subcontractors the Contractor included in its proposal for the positions and/or items of subcontracted work identified at the end of this paragraph. The Contractor agrees these key personnel and/or subcontractors will be employed as described in its proposal and no substitutes will be employed without prior written approval of the Contracting Officer or Administrative Contracting Officer. The Contractor further agrees that any proposed substitutes shall meet or exceed the qualifications of the original personnel and/or subcontractors. If the Contractor’s proposal did not name a subcontractor for an identified item of work, the Contractor will not be allowed to subcontract that item of work without prior approval of the Contracting Officer or Administrative Contracting Officer.

2. EVALUATION FACTORS FOR AWARD AND RELATIVE IMPORTANCE

2.1. The evaluation factors are (1) Technical, (2) Past/Present Performance (3) Small Business Participation and (4) Price. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of all four (4) factors as set out in the solicitation. In terms of the relative importance of the factors, the Technical factor is
somewhat more important than Present/ Past Performance and the Small Business Participation Factor is significantly less important than Past Performance. When combined however, the non-cost factors are approximately equal to the Price Factor. Note: A rating of red/unacceptable received for any individual sub-factor or sub-element will result in an overall rating of red/unacceptable for the entire factor. The factors, sub-factors and sub-elements relative importance is as follow:

Factor 1 - Technical Merit: Technical Merit is slightly more important than Past Performance. For the following sub-factors, Sub-Factor 1 is considered slightly more important than Sub-Factor 2:

a. Sub-Factor 1 – Demonstrated Experience and Key Personnel- For the following sub-elements, Sub-Element 1 is considered slightly more important than Sub-Element 2
   i. Sub Element 1: Demonstrated Experience
   ii. Sub Element 2: Key Personnel

b. Sub-Factor 2 – Technical Approach Plan and Construction Schedule- For the following sub-elements, Sub-Element 1 is considered slightly more important than Sub-Element 2
   i. Sub Element 1 – Technical Approach Plan
   ii. Sub-Element 2 – Construction Schedule

Factor 2 – Past Performance: Past Performance is slightly less important than the Technical Merit Factor.

Factor 3 – Small Business Participation: Small Business Participation is significantly less important than Past Performance.

2.1.1. The overarching evaluation approach for all factors, sub-factors and sub-elements is as follows:

a. Adequacy of Response. The proposal will be evaluated to determine whether the offeror’s methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

b. Feasibility of Approach. The proposal will be evaluated to determine the extent to which proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed task and technical requirements within the required schedule.

2.2. TECHNICAL PROPOSAL: TECHNICAL EVALUATION FACTOR RATINGS:

2.2.1. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a proposal. This is a combined rating that includes risk associated with the technical approach in a single rating. Ratings will be assigned at the sub-element, sub-factor level as well as an overall factor level rating. The sub-elements and sub-factors will be rated in descending order of importance as described in paragraph 2.1.

An offer which fails to provide information in any of the specified areas may be deemed incomplete, and eliminated from the competition and ineligible for further consideration for award.

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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 unw awardable.

2.2.3. In evaluating Factor 1, the Government will assess the offeror’s understanding of the contract requirements, and determine to what degree their technical and administrative capabilities, proposed organization and management plan are adequate to meet contract requirements. To be considered adequate, the proposal is required to address the full spectrum of activities involved in the management of a resulting contract in a manner that gives the Government confidence that the offeror understands all of the requirements. An adequate proposal will include the information necessary to give the Government confidence of the offeror’s ability to successfully perform complete project management of the scope requirements.

2.2.3.1. **Subfactor 1, Demonstrated Experience and Key Personnel**: Failure to provide a letter of commitment from a proposed major subcontractor or key personnel will be noted as a significant weakness.

2.2.3.2. Sub-Element 1, Demonstrated Experience: Using the projects/contracts submitted for Demonstrated Experience, the Government will evaluate the extent of related experience, and determine to what degree the offeror has the experience and capability to manage a complex multi-disciplined construction projects comparable to the work requirements of this solicitation. The offeror will be evaluated for experience in construction projects for corrosion control, fuel cell hangars and flight simulators or equivalent facilities with similar characteristics to those identified in this solicitation. The Government will also evaluate the offeror’s experience with building to United States Green Building Council (USGBC) LEED® standards. This evaluation will assess the number and magnitude of previous projects that achieved USGBC LEED® certifications. The Government will evaluate the documentation provided by the offeror as evidence to confirm that LEED certification was achieved. If no experience is indicated in LEED certification, the Government will evaluate the offeror’s proposed approach for overcoming the lack of experience. Additional consideration will be given to LEED experience with full documentation requirements that resulted in LEED certification in a rating higher than silver.

2.2.3.2.1 Higher ratings can be achieved by offerors whose projects more closely resemble the scope, size, and complexity of this solicitation’s requirements. It is not necessary that all demonstrated experiences required under this sub-factor be performed on the same project; however, demonstrated experiences that include all the elements being accomplished on the same project will carry more weight when being evaluated. Demonstrated experiences that have the same, or similar requirements to this solicitation will carry more weight when being evaluated. Demonstrated experiences submitted under this sub-factor that mirrors the specifications in relation to scope and complexity will earn a higher technical score than demonstrated experiences that are only similar in some areas. The
offeror will be required to provide letters of commitments from major subcontractors using the format on Exhibit D if any portion of the work provided as demonstrated is subcontracted.

2.2.3.3. Sub-Element 2, Key Personnel: Proposal must demonstrate, as a minimum, that the following key personnel: Project Manager, Site Superintendent(s), Quality Control Manager (on site), and Safety Manager, have experience in managing projects/contracts of the same/similar dollar magnitude, size, complexity and scope, in the capacity in which they are proposed for this project. See Section 01000 of the solicitation, paragraph 36, for additional minimum qualification requirements for key personnel. In addition, the government will also evaluate the key construction personnel experience and required qualifications and assigned roles with building to USGBC LEED® standards and the qualifications of the individual assigned as LEED point of contact. Additional consideration will be given to offerors whose key personnel worked on relevant projects listed under Demonstrated Experience, sub-element 1. If no experience is indicated, the Government will evaluate the offeror’s proposed approach for overcoming the lack of experience. See paragraph 1.8 in this section for details regarding enforceability of the proposal for proposed key personnel at the time of award. For any intended key personnel who are not part of the contractor’s organization at the time of proposal submission, the Government will verify submission and proper completion of Exhibit B, “Subcontractor Information and Consent Form”. The offeror will be also required to provide a letter of commitment using the format on Exhibit D from the intended key personnel who is not part of the contractor’s organization at the time of proposal submission.

2.2.4. Subfactor 2. Technical Approach and Construction Schedule The Sub-Elements for Sub-Factor 2, the Technical Approach Plan and Construction Schedule will be evaluated separately; however, they will also be compared to ensure consistency. The overall rating given for this sub-factor will take into consideration how well the Technical Approach Plan and Construction Schedule support one another. For example, applicable work items listed in the Technical Approach Plan should be included in the Construction Schedule and the timeframes given for work items in the Construction Schedule. This example is given for clarity and is not the only corroboration that will be made between the Technical Approach Plan and Construction Schedule.

2.2.4.1 Sub-Element 1, Technical Approach: The Government will evaluate the clarity and strength of the overall organization, the structure and staffing to execute the entire scope as well as how the work will be executed from start to completion. The Government will evaluate the firm’s understanding of the requirement and the capability to execute the project. The Government will also evaluate the offeror’s capabilities and understanding of the contractually required quality control processes for construction and the adequacy of the staffing to cover all required tasks and responsibilities.

2.2.4.2 Sub-Element 2, Construction Schedule: The Schedule itself is not subject to page limits. The offeror shall provide a schedule using a Gantt chart that shows a complete project schedule considering a Notice to Proceed date of June 20, 2018. The schedule should demonstrate an offeror’s understanding of the requirements. The Construction Schedule is an integrated and networked multi-layered schedule of program/project tasks. It identifies project events, accomplishment, and criteria and the expected dates of each. These dates are based on the calendar dates provided as the starting point and the logical flow of dates provided by calculating the addition of duration of all tasks using typical schedule networking tools. Each major task will be directly traceable to the requirements of the project. The NTP date for the schedule is for the purpose of evaluation only.

2.3. PAST/PRESENT PERFORMANCE EVALUATION

2.3.1. The Government will evaluate the offeror’s record of past and current performance to ascertain the probability of successfully performing the required efforts of the Plans and Specifications. The Past/Present Performance evaluation will consist of a “relevancy” rating and a “confidence” rating. Although there are subfactors listed below, the “confidence” ratings will be at the factor level only. Stated differently, the subfactors will be considered, but they will not receive individual confidence ratings. The Past/Present Performance evaluation will consider such things as an offeror’s business practices, customer relationship, ability to successfully perform as proposed, and other considerations as described in Past/Present Performance Sub-factors, elements and other considerations. Past/Present Performance includes current/on-going (present) performance complete to 50% percent
and completed within 8 years preceding this solicitation. Projects currently in progress for the National Guard will also be considered regardless of percentage complete. In assessing performance confidence, the evaluator may: (1) evaluate present and past performance information through the use of questionnaires completed by the offeror's references; (2) use data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; (3) interviews with Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror; (4) the information provided in the Offeror’s Past Performance Relevancy Questionnaire; and (5) consider any information the offeror submits which explains any problems encountered on the identified contract and the offeror's corrective actions. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate.

2.3.2. The evaluation may take into account Past/Present Performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts.

2.3.3. An offeror with no relevant Past/Present Performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors provided the offeror clearly states in the proposal that the information provided about predecessor companies, key personnel, and/or subcontractors is for the purposes of enhancing the offerors past performance proposal. These ratings may not have the same weight as the ratings of the proposing company. The weight that will be afforded for this type of past performance is within the sole discretion of the Government. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as Neutral.

2.3.4. In accordance with FAR 15.306(a) (2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals, e.g., the relevance of an offeror's past/present performance information and adverse past/present performance information to which the offeror has not previously had an opportunity to respond or to resolve minor clerical errors.

2.3.5 The Government will evaluate past performance of all offerors in complying with requirement of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, as applicable for large businesses only past performance compliance with FAR 52.219-9, Small Business Subcontracting Plan. The Electronic Subcontracting Reporting System (eSRS) will be utilized by the Government during evaluation of this factor.

2.3.6 Current, Trends and Relevancy: Evaluators will consider the performance information for currency, relevancy as well as trends in the performance as explained further below.

2.3.6.1. “Current” means performance occurring within the last eight (8) years for the period beginning eight (8) years prior to the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period.

2.3.6.2. “Trends” in performance will be considered and may include the following but not limited to: more current performance having greater weight than older performance; patterns or trends in performance issues as relates to, but not limited to, types of projects, work, personnel and similar elements; and does performance show a pattern of improvement or decline over time.

2.3.6.3. The Government may also consider similarity of the client type (e.g. federal government) and/or the projects sustainability requirements. The Government will consider United States Green Building Council (USGBC) LEED® certification achievements. The similarity of the location at which work was performed to the location(s) at which work will be performed will also be considered. Relevancy will affect an offeror's overall Past Performance rating.

2.3.6.4. In assessing “relevancy” of an offeror’s previous contracts the Government may evaluate an offeror’s past performance for similarity of the construction methods, size, project scope, cost magnitude and complexity of work...
performed to those required for the proposed effort. The Government may also consider similarity of the client type (e.g. federal government) and/or the projects sustainability requirements. ANG projects will consider United States Green Building Council (USGBC) LEED®. The location at which work was performed may also be considered. Relevancy weight will affect offeror’s overall Past Performance Confidence rating. The more relevant the project is weighted the greater confidence there will be in the past performance assessment as a predictor of future performance.

2.3.7. The following apply to weighting relevancy considering all the elements listed above;

<table>
<thead>
<tr>
<th>Past Performance Relevancy Ratings</th>
<th>Definition</th>
</tr>
</thead>
<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>
</tr>
</tbody>
</table>

2.3.7.5. Offerors who otherwise have satisfactory performance on previous construction projects may be rated Neutral if those projects are not considered relevant to the proposed acquisition and relevancy cannot be obtained through the evaluation of key personnel and/or subcontractors. Projects that are not current will not be considered in the evaluation.

2.3.8. Past Performance Sub-factors. There are six (6) sub-factors. The six (6) sub-factors are of equal importance. An overall evaluation for Past Performance will be at the factor level.

1. Quality Control
2. Timely Performance
3. Management Effectiveness
4. Compliance with Safety Standards
5. Compliance with Federal laws and regulations
6. Compliance with utilization of small business concerns requirements (applicable to all offerors); including small business concerns. Reference FAR 19.702.

2.3.9. The elements that may be considered under each subfactor are described below:

2.3.9.1. **Quality Control (QC): Evaluators may consider such things as:** Quality of Workmanship; Adequacy of the Contractor QC; Identification/correction of deficient work in a timely manner; Suggested solutions and displayed initiative to implement solutions; Adequacy of Materials; Use of specified materials; Adequacy of Submittals and Adequacy of "As-Builts”.

2.3.9.2 **Timely Performance: Evaluators may consider such things as:** Met established progress schedule; Timely submission of updated and revised progress schedules; Resolved delays in an expeditious manner; Identification/correction of deficient work in a timely manner; Provided submittals in a timely manner; Completed all contract work prior to requesting final inspection; Timely completion of punch-list items; Left no major discrepancies; Timely submission of close out documents, i.e., “as builts”, “red lines”; Contractor provided timely and satisfactory response to warranty issues after project completion.

2.3.9.3 **Compliance with Safety Standards: Evaluators may consider such things as:** Adequacy of implementation of safety plan; Acceptable safety history; and the Experience Modification Rate (EMR) provided on Exhibit A, Part 2, paragraph 2E. An EMR over 1.0 may receive less favorable consideration.
2.3.9.4. Management Effectiveness: Evaluators may consider such things as:

2.3.9.5. General Business Practices, including, but not limited to: Contractor provided experienced managers, and supervisors with the ability needed to meet contract requirements; Hired experienced subcontractors; Paid subcontractors/suppliers in a timely manner; The contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution; Overall customer satisfaction and willingness to foster a spirit of partnership with owner. This is a critical element in this subfactor.

2.3.9.6. Pricing, including, but not limited to: The contractor submitted proposals that accurately represented the work required; The contractor’s supporting price/cost information for modifications were accurate, complete and reasonable (not over inflated or under estimated); Provided well-substantiated pricing data for change orders;

2.3.9.7. Site Management/Superintendent, including, but not limited to: Site manager ensured compliance to contract requirements & safety regulations; Site manager acted promptly to resolve problems and ensure work quality; Site manager had sufficient authority to make decisions or take actions during project performance; Site manager consistently present on site when work was performed.

2.3.9.8. Sustainability requirement compliance including but not limited to: Extent to which the contract’s sustainability requirements were met. Achievement of USGBC recognition at certified or silver level on completed projects is considered a benefit to the Government and may receive additional consideration. Achievement above the silver level may receive additional consideration.

2.3.9.9 Compliance with Federal laws and regulations: Evaluators may consider such things as: Compliance with labor laws and regulations with specific attention to Construction Wage Rate Requirements including, but not limited to: Submitted payrolls in a timely manner; Payrolls were complete and correct; Compliance with Drug Free Work Place requirements; Compliance with Executive Order 16393—Planning for Federal Sustainability in the Next Decade.

2.3.9.10 Compliance with utilization of small business concerns requirements (Applicable to all offerors) Generally, offeror demonstrated adequate compliance with the requirements of FAR Clause 52.219-8, “Utilization of Small Business Concerns”. Past performance included adequate utilization of small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and veteran owned and service disabled veteran owned small businesses, on prior Government contracts.

2.3.10. The following ratings and related definitions will be used to define the performance confidence assessment. Based on the evaluation results, the evaluators will assign the Past Performance factor one of the ratings as defined below.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Confidence</td>
<td>Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Satisfactory Confidence</td>
<td>Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.</td>
</tr>
</tbody>
</table>
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 be able to 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.

### 2.4 PROPOSED SMALL BUSINESS PARTICIPATION PLAN

2.4.1 All Offerors (both large and small businesses) will be evaluated on the level of proposed participation of U.S. small businesses in the performance of the acquisition (as small business prime offerors or small business subcontractors) relative to the objectives and goals established herein.

2.4.2 Adjectival Rating System Specific to this Factor: After listing this Factor’s proposal strengths, weaknesses, and/or deficiencies, the Government will assign an adjectival rating of “Outstanding,” “Good,” “Acceptable,” “Marginal,” or “Unacceptable” for this Factor, which reflects the Government’s confidence in the Offeror’s approach and understanding of the small business objectives of this acquisition as demonstrated in its proposal for this Factor. The adjectival ratings criteria for this Factor are defined as follows:

<table>
<thead>
<tr>
<th>Color Rating</th>
<th>Adjectival Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Proposal indicates an exceptional approach and understanding of the small business objectives</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Proposal indicates a thorough approach and understanding of the small business objectives.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Proposal indicates an adequate approach and understanding of the small business objectives.</td>
</tr>
<tr>
<td>Yellow</td>
<td>Marginal</td>
<td>Proposal has not demonstrated an adequate approach and understanding of the small business objectives.</td>
</tr>
<tr>
<td>Red</td>
<td>Unacceptable</td>
<td>Proposal does not meet small business objectives.</td>
</tr>
</tbody>
</table>

2.4.3 A small business offeror receives credit for their small business participation as a Prime Contractor and can apply their dollar value for this prime performance when calculating percentages in all the applicable small business categories.

2.4.3.1 Higher goals will be considered more favorable during evaluation for this factor.

2.4.3.2 The government will evaluate:

(a) The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;

(b) The extent of commitment to use such firms (enforceable commitments will be considered more favorably than
(c) The identified complexity and variety of the work small business firms are to perform;

(d) The extent of participation of small business prime offerors and small business subcontractors in terms of the percentage of the value of the total acquisition.

(e) The extent to which the offeror meets or exceeds the goals based on the total contract value. Minimum goals for this procurement are:

- Small Business (all types of small business combined) 34%
- Small Disadvantaged Business 5%
- Woman Owned Small Business 5%
- HUBZone Small Business 3%
- Service Disabled Veteran Owned SB 3%

(Note: for example, that a proposed Extent of Participation of Small Businesses that reflects {1%} of the contract value for WOSB would also count towards the overall Small Business Goal.

4. **PRICE EVALUATION**

4.1. This contract is a firm fixed price contract. Price is not rated. The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are determined to be fair and reasonable in comparison to the competition, the current market conditions and/or recent prices for the same or similar requirements. Reasonableness of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a) (1) and (4).

4.2. The RFP requires firm-fixed prices for the individual contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that a “buy-in” or unbalanced pricing between CLINS or Options is not occurring.

4.3 The Government will examine price proposals for artificially low unit prices. Offers found to be unreasonably high, unrealistically low (an indication of a “buy-in”), or unbalanced, may be considered unacceptable and may be rejected on that basis.

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

4.5. In the event the Government does not award a contract pursuant to this solicitation within 90 calendar days after receipt of proposals and award will be made without discussions, the following will apply:

4.5.1 The Government reserves the right to allow offerors to make an adjustment in their price proposals to accommodate cost changes caused by fluctuating construction material market conditions. The Contracting Officer will notify Offerors, normally by electronic mail (email) of a common closing date for receipt of the adjusted price proposals. No additional proposal revisions will be allowed under these conditions. This does not constitute and shall not be construed as discussions. If a minor clerical error has occurred, in which case the offeror may be given an opportunity to correct the minor error within the constraints of the “clarifications” process or the Contracting Officer in his/her sole discretion later determines discussions to be necessary or appropriate.

4.6. In the event the current prevailing Wage Determination is changed by the Department of Labor after the
closing date of this solicitation, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. This does not constitute and shall not be construed as discussions if award without discussions is contemplated.

5. SUBCONTRACTING PLAN

5.1 The Government will evaluate the Plan in accordance with the rating scheme in Army FAR Supplement Appendix DD (http://farsite.hill.af.mil/VFAFARA.HTM) and with the requirements of FAR Clause 52.219-9 Alt II (Deviation 2016-O0009) and DFARS 252.219-7003. Offerors are encouraged to review AFARs Appendix DD for how the subcontracting plan will be scored. To be acceptable, subcontracting plans must address all requirements in AFARS Appendix DD, DD-301.

5.2 Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan. In accordance with DFARS 215.304 (c), when an evaluation assesses the extent that small businesses are specifically identified in proposals, the small businesses considered in the evaluation shall be listed in any subcontracting plan submitted.

5.3 As part of the subcontracting plan evaluation, the Government will also review information submitted or obtained for Volume 2, Tab A, Small Business Participation Plan, to evaluate the Offeror’s past performance in establishing realistic yet challenging goals, and in achieving them.

6. AWARD and DEBRIEFINGS

6.1 Award: A written award or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

6.2 Debriefings

6.2.1 Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505.

6.2.2 After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.506.

END OF SECTION 00120
Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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 Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

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

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

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

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

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

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

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

(xvi) 52.222-57, 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:

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

X (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.

X (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>
<tbody>
<tr>
<td></td>
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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)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

(vi) 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.

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

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations 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:

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


_____ (iii) 252.225-7020, Trade Agreements Certificate.

_____ Use with Alternate I.

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


_____ Use with Alternate I.

_____ Use with Alternate II.

_____ Use with Alternate III.
___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site 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.

<table>
<thead>
<tr>
<th>FAR/DFARS Clause #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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 located in the SAM database.

(End of provision)

END OF SECTION 00600
Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>Definitions</td>
<td>NOV 2013</td>
</tr>
<tr>
<td>52.203-3</td>
<td>Gratuities</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.203-5</td>
<td>Covenant Against Contingent Fees</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-7</td>
<td>Anti-Kickback Procedures</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-8</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-10</td>
<td>Price Or Fee Adjustment For Illegal Or Improper Activity</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal Transactions</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.203-19</td>
<td>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.204-2</td>
<td>Security Requirements (Aug 1996) - Alternate II</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.204-4</td>
<td>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper</td>
<td>MAY 2011</td>
</tr>
<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.204-10</td>
<td>Reporting Executive Compensation and First-Tier Subcontract Awards</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>52.204-13</td>
<td>System for Award Management Maintenance</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>52.204-18</td>
<td>Commercial and Government Entity Code Maintenance</td>
<td>JUL 2016</td>
</tr>
<tr>
<td>52.204-19</td>
<td>Incorporation by Reference of Representations and Certifications.</td>
<td>DEC 2014</td>
</tr>
<tr>
<td>52.208-9</td>
<td>Contractor Use of Mandatory Sources of Supply or Services</td>
<td>MAY 2014</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>52.209-9</td>
<td>Updates of Publicly Available Information Regarding Responsibility Matters</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.209-10</td>
<td>Prohibition on Contracting With Inverted Domestic Corporations</td>
<td>NOV 2015</td>
</tr>
<tr>
<td>52.210-1</td>
<td>Market Research</td>
<td>APR 2011</td>
</tr>
<tr>
<td>52.211-6</td>
<td>Brand Name or Equal</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>52.215-2</td>
<td>Audit and Records--Negotiation</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-11</td>
<td>Price Reduction for Defective Certified Cost or Pricing Data-- Modifications</td>
<td>AUG 2011</td>
</tr>
<tr>
<td>52.215-13</td>
<td>Subcontractor Certified Cost or Pricing Data--Modifications</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-15</td>
<td>Pension Adjustments and Asset Reversions</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-18</td>
<td>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions</td>
<td>JUL 2005</td>
</tr>
<tr>
<td>52.215-21</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.219-8</td>
<td>Utilization of Small Business Concerns</td>
<td>NOV 2016</td>
</tr>
<tr>
<td>52.219-9</td>
<td>Small Business Subcontracting Plan (Deviation 2016-O0009)</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.219-16</td>
<td>Liquidated Damages-Subcontracting Plan</td>
<td>JAN 1999</td>
</tr>
<tr>
<td>52.219-16</td>
<td>Notice To The Government Of Labor Disputes</td>
<td>FEB 1997</td>
</tr>
<tr>
<td>52.219-16</td>
<td>Convict Labor</td>
<td>JUN 2003</td>
</tr>
<tr>
<td>52.219-16</td>
<td>Contract Work Hours and Safety Standards- Overtime Compensation</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-6</td>
<td>Construction Wage Rate Requirements</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-7</td>
<td>Withholding of Funds</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>52.222-8</td>
<td>Payrolls and Basic Records</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-9</td>
<td>Apprentices and Trainees</td>
<td>JUL 2005</td>
</tr>
<tr>
<td>52.222-10</td>
<td>Compliance with Copeland Act Requirements</td>
<td>FEB 1988</td>
</tr>
<tr>
<td>52.222-11</td>
<td>Subcontracts (Labor Standards)</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-12</td>
<td>Contract Termination-Debarment</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-13</td>
<td>Compliance With Construction Wage Rate Requirements and Related Regulations</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-14</td>
<td>Disputes Concerning Labor Standards</td>
<td>FEB 1988</td>
</tr>
<tr>
<td>52.222-15</td>
<td>Certification of Eligibility</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-21</td>
<td>Prohibition Of Segregated Facilities</td>
<td>APR 2015</td>
</tr>
<tr>
<td>52.222-26</td>
<td>Equal Opportunity</td>
<td>SEP 2016</td>
</tr>
<tr>
<td>52.222-27</td>
<td>Affirmative Action Compliance Requirements for Construction</td>
<td>APR 2015</td>
</tr>
<tr>
<td>52.222-35</td>
<td>Equal Opportunity for Veterans</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.222-36</td>
<td>Equal Opportunity for Workers with Disabilities</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.222-37</td>
<td>Employment Reports on Veterans</td>
<td>FEB 2016</td>
</tr>
<tr>
<td>52.222-40</td>
<td>Notification of Employee Rights Under the National Labor Relations Act</td>
<td>DEC 2010</td>
</tr>
<tr>
<td>52.222-50</td>
<td>Combating Trafficking in Persons</td>
<td>MAR 2015</td>
</tr>
<tr>
<td>52.222-54</td>
<td>Employment Eligibility Verification</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.222-55</td>
<td>Minimum Wages Under Executive Order 13658</td>
<td>DEC 2015</td>
</tr>
<tr>
<td>52.222-62</td>
<td>Paid Sick Leave Under Executive Order 13706</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.222-2</td>
<td>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</td>
<td>SEP 2013</td>
</tr>
<tr>
<td>52.222-3</td>
<td>Hazardous Material Identification And Material Safety Data</td>
<td>JAN 1997</td>
</tr>
<tr>
<td>52.222-5</td>
<td>Pollution Prevention and Right-to-Know Information</td>
<td>MAY 2011</td>
</tr>
<tr>
<td>52.222-6</td>
<td>Drug-Free Workplace</td>
<td>MAY 2001</td>
</tr>
<tr>
<td>52.222-11</td>
<td>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons</td>
<td>JUN 2016</td>
</tr>
<tr>
<td>52.223-12</td>
<td>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.</td>
<td>JUN 2016</td>
</tr>
<tr>
<td>52.223-15</td>
<td>Energy Efficiency in Energy-Consuming Products</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.222-17</td>
<td>Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts</td>
<td>MAY 2008</td>
</tr>
<tr>
<td>52.223-18</td>
<td>Encouraging Contractor Policies To Ban Text Messaging While Driving</td>
<td>AUG 2011</td>
</tr>
<tr>
<td>52.223-20</td>
<td>Aerosols</td>
<td>JUN 2016</td>
</tr>
<tr>
<td>52.223-21</td>
<td>Foams</td>
<td>JUN 2016</td>
</tr>
<tr>
<td>52.222-13</td>
<td>Restrictions on Certain Foreign Purchases</td>
<td>JUN 2008</td>
</tr>
<tr>
<td>52.227-1</td>
<td>Authorization and Consent</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.227-2</td>
<td>Notice And Assistance Regarding Patent And Copyright Infringement</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-2</td>
<td>Additional Bond Security</td>
<td>OCT 1997</td>
</tr>
<tr>
<td>52.228-5</td>
<td>Insurance - Work On A Government Installation</td>
<td>JAN 1997</td>
</tr>
<tr>
<td>52.228-11</td>
<td>Pledges Of Assets</td>
<td>JAN 2012</td>
</tr>
<tr>
<td>52.228-12</td>
<td>Prospective Subcontractor Requests for Bonds</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.229-3</td>
<td>Federal, State And Local Taxes</td>
<td>FEB 2013</td>
</tr>
<tr>
<td>52.232-5</td>
<td>Payments under Fixed-Price Construction Contracts</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-17</td>
<td>Interest</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-23</td>
<td>Assignment Of Claims</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-27</td>
<td>Prompt Payment for Construction Contracts</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.232-33</td>
<td>Payment by Electronic Funds Transfer--System for Award Management</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.232-39</td>
<td>Unenforceability of Unauthorized Obligations</td>
<td>JUN 2013</td>
</tr>
</tbody>
</table>
52.232-40 Providing Accelerated Payments to Small Business Subcontractors DEC 2013
52.233-1 Disputes MAY 2014
52.233-3 Protest After Award AUG 1996
52.233-4 Applicable Law for Breach of Contract Claim OCT 2004
52.236-2 Differing Site Conditions APR 1984
52.236-3 Site Investigation and Conditions Affecting the Work APR 1984
52.236-5 Material and Workmanship APR 1984
52.236-6 Superintendence by the Contractor APR 1984
52.236-7 Permits and Responsibilities NOV 1991
52.236-8 Other Contracts APR 1984
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements APR 1984
52.236-10 Operations and Storage Areas APR 1984
52.236-11 Use and Possession Prior to Completion APR 1984
52.236-12 Cleaning Up APR 1984
52.236-13 Alt I Accident Prevention (Nov 1991) - Alternate I NOV 1991
52.236-15 Schedules for Construction Contracts APR 1984
52.236-17 Layout of Work APR 1984
52.236-21 Alt I Specifications and Drawings for Construction (Feb 1997) - Alternate I APR 1984
52.236-26 Preconstruction Conference FEB 1995
52.242-5 Payments to Small Business Subcontractors JAN 2017
52.242-13 Bankruptcy JUL 1995
52.242-14 Suspension of Work APR 1984
52.243-4 Changes JUN 2007
52.243-6 Change Order Accounting APR 1984
52.244-6 Subcontracts for Commercial Items JAN 2017
52.246-12 Inspection of Construction AUG 1996
52.246-21 Alt I Warranty of Construction (Mar 1994) - Alternate I APR 1984
52.248-3 Value Engineering-Construction OCT 2015
52.249-2 Alt I Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I SEP 1996
52.249-10 Default (Fixed-Price Construction) APR 1984
52.253-1 Computer Generated Forms JAN 1991
252.201-7000 Contracting Officer's Representative DEC 1991
252.203-7000 Requirements Relating to Compensation of Former DoD Officials SEP 2011
252.203-7001 Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies DEC 2008
252.203-7002 Requirement to Inform Employees of Whistleblower Rights SEP 2013
252.204-7003 Control Of Government Personnel Work Product APR 1992
252.204-7005 Oral Attestation of Security Responsibilities NOV 2001
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting OCT 2016
252.204-7015 Notice of Authorized Disclosure of Information for Litigation MAY 2016 Support
252.205-7000 Provision Of Information To Cooperative Agreement Holders DEC 1991
252.209-7004 Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism OCT 2015
252.215-7000 Pricing Adjustments DEC 2012
252.219-7003 (Dev) Small Business Subcontracting Plan (DOD Contracts)--Basic AUG 2016 (Deviation 2016-00009)
<table>
<thead>
<tr>
<th>Clause</th>
<th>Text</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>252.222-7006</td>
<td>Restrictions on the Use of Mandatory Arbitration Agreements</td>
<td>DEC 2010</td>
</tr>
<tr>
<td>252.223-7001</td>
<td>Hazard Warning Labels</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.223-7004</td>
<td>Drug Free Work Force</td>
<td>SEP 1988</td>
</tr>
<tr>
<td>252.223-7006</td>
<td>Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials</td>
<td>SEP 2014</td>
</tr>
<tr>
<td>252.223-7008</td>
<td>Prohibition of Hexavalent Chromium</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.225-7012</td>
<td>Preference For Certain Domestic Commodities</td>
<td>DEC 2016</td>
</tr>
<tr>
<td>252.225-7016</td>
<td>Restriction On Acquisition Of Ball and Roller Bearings</td>
<td>JUN 2011</td>
</tr>
<tr>
<td>252.225-7048</td>
<td>Export-Controlled Items</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.226-7001</td>
<td>Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns</td>
<td>SEP 2004</td>
</tr>
<tr>
<td>252.227-7033</td>
<td>Rights in Shop Drawings</td>
<td>APR 1966</td>
</tr>
<tr>
<td>252.231-7000</td>
<td>Supplemental Cost Principles</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.232-7003</td>
<td>Electronic Submission of Payment Requests and Receiving Reports</td>
<td>JUN 2012</td>
</tr>
<tr>
<td>252.232-7010</td>
<td>Levies on Contract Payments</td>
<td>DEC 2006</td>
</tr>
<tr>
<td>252.236-7000</td>
<td>Modification Proposals-Price Breakdown</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.236-7005</td>
<td>Airfield Safety Precautions</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.236-7013</td>
<td>Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.242-7006</td>
<td>Accounting System Administration</td>
<td>FEB 2012</td>
</tr>
<tr>
<td>252.243-7001</td>
<td>Pricing Of Contract Modifications</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.243-7002</td>
<td>Requests for Equitable Adjustment</td>
<td>DEC 2012</td>
</tr>
<tr>
<td>252.244-7000</td>
<td>Subcontracts for Commercial Items</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.244-7001 Alt I</td>
<td>Contractor Purchasing System Administration (May 2014) -- Alternate I</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>252.246-7007</td>
<td>Contractor Counterfeit Electronic Part Detection and Avoidance System</td>
<td>AUG 2016</td>
</tr>
<tr>
<td>252.246-7008</td>
<td>Sources of Electronic Parts</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.247-7023</td>
<td>Transportation of Supplies by Sea</td>
<td>APR 2014</td>
</tr>
<tr>
<td>252.247-7024</td>
<td>Notification Of Transportation Of Supplies By Sea</td>
<td>MAR 2000</td>
</tr>
</tbody>
</table>

CLauses Incorporated by Full Text

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-
(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

1. An ongoing business ethics awareness and compliance program.
   
   (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

2. An internal control system.
   
   (i) The Contractor's internal control system shall--

   (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

   (B) Ensure corrective measures are promptly instituted and carried out.

   (ii) At a minimum, the Contractor's internal control system shall provide for the following:

   (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

   (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

   (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

   (1) Monitoring and auditing to detect criminal conduct;

   (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

   (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

   (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

1. If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

2. If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

3. The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

4. The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

1. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

2. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 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 540 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include any options exercised and final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,739.52 for each calendar day of delay until the work is completed or accepted. There is also a one-time charge of $153.00 for legal services that will apply.
(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)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 90 calendar days after contractor acknowledges receipt of the notice to proceed. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011) ALTERNATE I (JAN 2011)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance to be incurred for personnel will be spent on the concern's employees; or

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance to be incurred for personnel will be spent on the concern's employees.

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

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

(Contractor to sign and date and insert authorized signer's name and title).

(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 Base Environmental Officer (POC will be given to contractor at time of award).

(End of clause)

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

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

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

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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

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

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

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American
statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

NONE

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

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

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

<table>
<thead>
<tr>
<th>Foreign and Domestic Construction Materials Price Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction material description</td>
</tr>
<tr>
<td>Item 1:</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
<tr>
<td>Item 2:</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
</tbody>
</table>

\| 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)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby
certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating $ . . . (State) and $ . . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings, in the specifications and geotechnical reports are the result of site investigations by . . . . . . . Jacobs Engineering and their consultants.

(b) Weather conditions . . . . . . . National Weather Service

(c) Transportation facilities . . . . . . . Separate construction entrance will be available for contractor use.

Contractors and subcontractors will still need to adhere to base security requirements as defined in the contract.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
(End of clause)

52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6  AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (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)

252.203-7004  DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations--Hotline, 245 Murray Lane SW., Washington, DC 20528-0305; or

(ii) Via the Internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.
(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the Web site.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

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

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

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

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

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

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

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

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


(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).

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

N/A

(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>W91242</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>FA6331</td>
</tr>
<tr>
<td>Ship To Code</td>
<td></td>
</tr>
<tr>
<td>Ship From Code</td>
<td></td>
</tr>
<tr>
<td>Mark For Code</td>
<td></td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>FA6331</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>FA6331</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td></td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td></td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td></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.

james.r.eaton4.mil@mail.mil; zachary.d.leddy.mil@mail.mil, bryant.k.alexander.mil@mail.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.

zachary.d.leddy.mil@mail.mil, bryant.k.alexander.mil@mail.mil

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

See Attachments 3 - 7 to this solicitation:

ATTACHMENT 3 – DRAWINGS, Volume 1 of 5, General/Life Safety/Civil/Landscape, dated 22 September 2017, 38 pages
ATTACHMENT 4 – DRAWINGS, Volume 2 of 5, Structural, dated 22 September 2017, 55 pages
ATTACHMENT 5 – DRAWINGS, Volume 3 of 5, Architectural, dated 22 September 2017, 65 pages
ATTACHMENT 6 – DRAWINGS, Volume 4 of 5, Equipment/Mechanical/Plumbing, dated 22 September 2017, 58 pages
ATTACHMENT 7 – DRAWINGS, Volume 5 of 5, Fire Suppression/Fire Alarm/Electrical/Telecommunications & Security, dated 22 September 2017, 97 pages

IMPORTANT: Even though they are split up into separate documents, these volume drawing sets are a COMPLETE set of documents, and it shall be the contractor's responsibility for all interdiscipline coordination, to include but not limited to between these separate volume drawing sets, to ensure a complete and usable project.

(End of clause)
Section 00800 - Special Contract Requirements

**WAGE DETERMINATION**

General Decision Number: NC170037 11/03/2017  NC37

Superseded General Decision Number: NC20160037

State: North Carolina

Construction Type: Building

County: Mecklenburg County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/06/2017</td>
</tr>
<tr>
<td>1</td>
<td>02/17/2017</td>
</tr>
<tr>
<td>2</td>
<td>11/03/2017</td>
</tr>
</tbody>
</table>

* ELEC0379-009 09/04/2017

**Rates**       **Fringes**

**ELECTRICIAN**........................$ 25.26         10.48

On smokestacks where electrical work performed is above 40 ft. from the ground: $0.50 per hour additional.

Work from swinging scaffolds, bosun chairs, or raw structural steel: $0.50 per hour additional.

* IRON0848-005 02/01/2017

**Rates**       **Fringes**

**IRONWORKER, STRUCTURAL**.........$ 24.50         13.25

PLUM0421-002 07/01/2013
<table>
<thead>
<tr>
<th>Job Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER (Excluding HVAC System Installation)</td>
<td>$24.85</td>
<td>9.65</td>
</tr>
<tr>
<td><strong>SUNC2011-018 08/24/2011</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRICKLAYER</td>
<td>$19.75</td>
<td>9.18</td>
</tr>
<tr>
<td>CARPENTER, Excludes Drywall Hanging, and Form Work</td>
<td>$15.41</td>
<td>0.00</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$16.41</td>
<td>0.00</td>
</tr>
<tr>
<td>DRYWALL HANGER</td>
<td>$13.83</td>
<td>0.00</td>
</tr>
<tr>
<td>FORM WORKER</td>
<td>$14.09</td>
<td>0.00</td>
</tr>
<tr>
<td>HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)</td>
<td>$17.36</td>
<td>2.23</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$12.00</td>
<td>2.40</td>
</tr>
<tr>
<td>LABORER: Landscape &amp; Irrigation</td>
<td>$ 9.13</td>
<td>0.28</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$13.35</td>
<td>2.80</td>
</tr>
<tr>
<td>LABORER: Mason Tender-Brick/Cement/Concrete</td>
<td>$12.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
<td>$16.00</td>
<td>2.48</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$16.00</td>
<td>1.87</td>
</tr>
<tr>
<td>OPERATOR: Crane</td>
<td>$19.77</td>
<td>4.48</td>
</tr>
<tr>
<td>OPERATOR: Forklift</td>
<td>$13.86</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$15.72</td>
<td>1.49</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$16.17</td>
<td>0.25</td>
</tr>
<tr>
<td>PAINTER: Brush, Roller and Spray</td>
<td>$14.13</td>
<td>2.88</td>
</tr>
<tr>
<td>ROOFER</td>
<td>$13.16</td>
<td>0.74</td>
</tr>
<tr>
<td>SHEET METAL WORKER (HVAC Duct Installation Only)</td>
<td>$17.70</td>
<td>1.68</td>
</tr>
</tbody>
</table>
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.................. $ 15.96 1.01

SPRINKLER FITTER (Fire Sprinklers)........................ $ 15.52 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.
1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================

END OF GENERAL DECISION
SECTION 01000
Section 010000
Division 01 – General Requirements

1. **INSURANCE - MINIMUM AMOUNTS**

1.1. Reference Contract Clause titled, “Insurance - Work on a Government Installation (FAR 52.228-5). Kinds and minimum amounts are as follows:

<table>
<thead>
<tr>
<th>KIND</th>
<th>AMOUNTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen’s Compensation</td>
<td>$100,000 (see paragraph 1.2, below)</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$500,000 per occurrence for bodily injury</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td>$200,000 per person and $500,000 per accident for bodily injury and $20,000 for property damage</td>
</tr>
<tr>
<td>(If applicable) Aircraft Public and Passenger Liability</td>
<td>$200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability and $200,000 per occurrence for property damage; coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats; $200,000 multiplied by the number of seats or passengers, whichever is greater</td>
</tr>
</tbody>
</table>

1.2. Except in states with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

1.3. **NOTE:** Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification(s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

2. **Reserved.**

3. **SCHEDULING**

3.1. Normal base work hours for the Contractor will be between the hours of 7:00 AM through 4:30 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer’s Representative (COR) five (5) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, he may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty
hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

3.2. The following Federal legal Holidays are observed by this base:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>1 January</td>
</tr>
<tr>
<td>Martin Luther King’s Birthday</td>
<td>Third Monday of January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Third Monday of February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday of May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>4 July</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Second Monday in October</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>11 November</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>25 December</td>
</tr>
</tbody>
</table>

3.3. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

3.4. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer’s Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer’s Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

3.5. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

4. INVOICING AND PAYMENT

4.1. Properly prepared invoices and supporting documents, bearing the contract number, shall be submitted in duplicate to TSgt Zachary Leddy (Zachary.d.leddy.mil@mail.mil) and SMSgt Bryant Alexander (Bryant.k.alexander.mil@mail.mil) on designated invoice forms provided at the pre-construction meeting PRIOR to uploading in Wide Area Workflow (WAWF) the DFAS paying system. This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF). See end of this Section for important information and codes needed). Payment will be made by in accordance with FAR Clause 52.232-5 Fixed-Price Construction Contracts and FAR Clause 52.232-27, Prompt Payment for Construction Contracts. All payments will be made by electronic transfer of funds (EFT).

4.2. To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, you shall submit your request for payment (invoice) through WAWF. For more information on the WAWF system, including how to register, visit https://wawf.eb.mil. Payment will be made by paying office specified in the contract award in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.

4.3. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. Do not input invoice into WAWF until the pre-approval of invoice is received from the contracting officer. This will lessen the need for rejections in WAWF. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, Small Business Subcontracting Reports, have been timely received.
4.4. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to FAR Clause 52.232-5 and a contractor’s certification that reads as follows:

I hereby certify, to the best of my knowledge and belief that –
The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract; and This certification is not to be construed as final acceptance of a subcontractor’s performance.

4.5. The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements, including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION WAGE REQUIREMENTS FAR 52.222-6, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

4.6. A release of claims is required for all final payment requests and shall be submitted by the contractor with the final invoice.

5. CONTRACT ADMINISTRATION

5.1. The contracting office of the 145th Airlift Wing is the office having administrative jurisdiction over this contract for all matters. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer’s Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

5.2. All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer’s representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

6. PAPERLESS CONTRACTING

6.1. The National Guard is fully committed to the Federal Government’s electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible to include but not limited to correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

6.2. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

7. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD
organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

8. **UTILITY SERVICES**

The Contracting Officer has determined that Government-operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, at its expense in accordance with the clause entitled “Availability and Use of Utility Services” (FAR Clause 52.236-14). See Specification section 01 50 00-1, paragraph 1.3 for available utilities and other information.

9. **PREPARATION OF MATERIAL APPROVAL SUBMITTALS**

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, FAR 52.236-5. Submittals shall be made using AF Form 3000, or approved equal. Submittals shall be processed in accordance with the procedures in Section 01 33 00, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINS are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the AF Form 3000.

10. **WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS**

10.1. A weekly meeting may be held with the Contractor, COR and Contracting Officer (KO), if necessary, to discuss work progress, problems and potential change orders. The Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

10.1.1. In accordance with FAR Clause 52.236-15, “Schedules for Construction Contracts”, the contractor shall within five days after work commences on the contract, or another period of time determined by the KO, prepare and submit to the KO for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing features of work. A composite schedule for the overall contract shall also be provided. The schedule shall be on an AF Form 3064, Contract Progress Schedule, or an approved computer generated format similar to the AF Form 3064. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide monthly progress reports covering the period from notice to proceed through final inspection. Unless agreement cannot be made on the applicable percentage of progress a joint report will be submitted to the Contracting Officer. These reports shall be submitted on the NGB Contract Progress Report form (similar to an AF Form 3065), or an approved computer generated similar format. These reports shall track progress by CLIN, if contract contains multiple CLINs, multiple AF Form 3064 and NG Contract Progress Reports will also be required for payment purposes.

10.2. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated plans and Form 3064 showing work progress (hardcopy and formatted diskette or CD, or e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided weekly. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, “Schedules for Construction Contracts”. The reports contemplated by the clause herein titled “Schedules for Construction Contracts” shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, “Contract Progress Schedule” and a National Guard Contract Progress Report”. 
11. NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION

11.1. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer’s Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

11.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

11.3. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

11.4. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate acceptance notice.

11.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held liable for the costs of a repeat inspection. If the inspection involves A/E personnel these costs may include additional labor, travel and miscellaneous expenses.

12. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Contracting Officer will appoint a qualified Contracting Officer’s Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

13. CONTRACTOR STAFF AND EMPLOYEES

13.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and FAX number at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

13.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

13.3. Contractor’s Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

14. CONTRACTOR OFFICE AND STORAGE

14.1. Parking of contractor vehicles shall be restricted to the contractor’s designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

14.2. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

15. RECORD DRAWINGS
During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly, and submit the “red line” drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event the surface opening or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of the each run including each change in direction. Valves, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. The Government does not guarantee the accuracy of existing record drawings; it is the contractor’s responsibility to verify all as-built conditions.

16. VERIFICATION OF DIMENSIONS

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

17. SECURITY REQUIREMENTS

17.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

17.2. For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

17.3. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" are incorporated in the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

17.4. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

17.5. Contractors shall follow instructions provided by the Security Forces for access to the 145th Airlift Wing. If a gate pass is not granted to a contractor allowing the delivery of goods, execution of warranty support, or performance of services please contact the contracting officer. Be sure that all of your employees have the proper ID (driver’s license, state ID, immigration card, U.S. Passport, etc.). If they do not have the proper ID, they will be turned away.

17.6. The Prime Contractor and all of its subcontractors will be required to wear orange or lime colored safety vests while performing work on the installation.

17.7. U.S. Government will not be held liable for any delays or breach of contract caused by refusal of the Security Forces to allow entry.

17.8. All prospective contractors MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S., and are authorized by the US government to work in the United States (i.e. Green card, worker authorization, etc.). All prospective contractors MUST have at least one form of U.S. government issued photo
identification (driver’s license, U.S. passport, U.S. work visa, etc.) for entry to the installation. Security Forces will review any questionable identification documents for determination as to whether or not said identification is authorized for access to the installation.

17.9. All prospective contractors/contractor employees, once it has been established that they maintain the appropriate credential as described in one above, are subject to a Criminal History Check.

17.10. Note: For the purposes of Contracting services, it is implied that, that any and all parties agree to a Criminal History Background Check once entered into any contract. Any documents that are provided and found fraudulent to include, but not limited to driver’s licenses, contracting licenses, etc., will result in an arrest and potential termination for default from the contract. All contractors are subject to search in order to obtain entry onto the installation and while working on the installation. Any refusal to submit to a search of their person or vehicle will be deemed as a violent act of aggression against the installation and will be cause for dismissal from the installation and revocation of future privileges and installation access.

18. REGULATIONS

18.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

19. TRANSPORTATION, HANDLING AND STORAGE

19.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor’s name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

19.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

20. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

20.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor’s expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

20.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

21. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law. Should the United States Government be held liable for any neglect or improper actions by the
contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

22. HAZARDOUS MATERIALS

22.1. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

22.2. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

23. POLLUTION ABATEMENT

23.1. All work shall be performed in a manner minimizing pollution of air, water and land as required.

23.2. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

23.3. Burning of any material is strictly prohibited.

23.4. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

23.5. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer’s Representative.

23.6. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

24. COORDINATION WITH GOVERNMENT ACTIVITIES

24.1. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer 5 working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer 5 working days prior to closing the street.

24.2. Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard
basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing 5 working days prior to commencing work and shall be subject to his/her approval.

24.3. Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer’s approval.

25. UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

26. PERFORMANCE EVALUATION OF CONTRACTOR

26.1. As a minimum, the contractor’s performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officers for their future use.

26.2. Past Performance evaluations will be posted via https://www.cpars.gov. It is the responsibility of the contractor to request access to this site.

27. CONTRACTOR QUALITY CONTROL

27.1. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence.

28. SAFETY ASSURANCE

28.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx

28.2. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

28.2.1. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor’s expense.
28.2.2. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

28.2.3. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration’s “Manual on Uniform Traffic Control Devices”, 2003 edition with Revision 2 available at http://mutcd.fhwa.dot.gov/) to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

29. Reserved.

30. Reserved.

31. PRE-CONSTRUCTION CONFERENCE

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

32. PARTNERING

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.

33. MILITARY REAL PROPERTY DATA – DD FORM 1354

33.1. Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The real property data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

33.2. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

33.3. DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore, should be included in the “General Conditions” section of the AF Form 3065 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

33.4. Contractors should contact the COR with questions pertaining to the DD Form 1354. For construction data assistance, Contractors may consult the COR assigned to the project.

34. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
34.1. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

34.1.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

34.1.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

34.1.3. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor’s progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.

34.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor’s scheduled workday.

34.1.5. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

35. Reserved

36. PROPOSED KEY PERSONNEL, MINIMUM QUALIFICATIONS OF KEY PERSONNEL, PROPOSED SUBCONTRACTORS, PROCESSES, PROCEDURES AND MATERIALS

Unless specifically deleted in writing by the Contracting Officer at time of award, any proposed key personnel, minimum qualifications for incoming or replacement key personnel, subcontractors, processes, procedures or materials are hereby incorporated into the contract resulting from the solicitation, and performance shall be limited to individuals, qualifications, firms, procedures, and materials that were specifically identified in proposals or agreed to in negotiations. The Contractor shall obtain the Contracting Officer’s written consent before making any substitutions or changes. Site Superintendent is the only key personnel role that is required to be on-site full time. Other key personnel roles will be on-site as needed.

Key Personnel Descriptions: An individual Key Team Member may not hold more than one key role. The following are minimum qualifications for the required key personnel:

Project Manager: The Contractor’s Project Manager shall have either: (1) an engineering degree and 5 years of experience as a Project Manager working on projects similar in size and scope to the solicited project, or (2) 10 years of experience as a Project Manager working on projects similar in size and scope to the solicited project.

Site Superintendent: The Contractor’s Site Superintendent shall have: (1) a minimum of 5 years of experience working on projects similar in size and scope to the solicited project, or (2) 10 years of experience as a Site Superintendent working in general construction areas that included extensive interactions with the Government.

Quality Control Manager: The QC Manager must be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years of construction experience OR a construction person with a minimum of 10 years of experience working on projects similar in size and scope to the solicited project.
Safety Manager: The Safety and Health Officer shall have a minimum of 5 years of experience working on projects similar in size and scope to the solicited project, and 5 years of experience working with the requirements described in Paragraph 28, SAFETY ASSURANCE.

37. The Following is provided to assist in the subcontractor reporting required by 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

AGENCY CODE  57     TAS  3830

38. The Following is provided to assist in submission of WAWF Invoices

PARTIAL PAYMENTS ARE AUTHORIZED FOR THIS ORDER

WIDE AREA WORKFLOW STATEMENT (FEB 2006)

IAW 252.232-7003, all invoices must be submitted via WAWF. It is mandatory that you use this E-Invoicing system to ensure timely payment of your invoice. The web site for this system is https://wawf.eb.mil. There are no charges to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden. Their number is 1-866-618-5988.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

TYPE OF INVOICE SUBMISSION:

___ Invoice

___ Invoice and Receiving Report (Combo)

___ Invoice as 2-in-1 (Services Only)

X Construction Invoice

X CAGE Code*: Six (6) digit code in Block 14

X Pay DoDAAC*: Six (6) digit code in Block 27

X Issue DoDAAC: Six (6) digit code in Block 7

X Admin DoDAAC*: Six (6) digit code in Block 26

X Inspect By DODAAC*: Six (6) digit code found at Ship to Address under Delivery Information

X Contracting Officer*: Six (6) digit code in Block 7

Required Fields in WAWF

Contractor: WAWF will prompt asking for "additional E-mail submissions" after clicking "SIGNATURE".

The following E-Mail addresses MUST be input in order to prevent delays in processing:

Inspector (COR): As provided at the pre-construction conference
Buyer/Administrator: As provided at the pre-construction conference

Contracting Officer: As provided at the pre-construction conference

Invoices: As provided at the pre-construction conference

Failure to include email address will delay payment. The Government is not responsible for delays caused by improper submission and notification in WAWF.

The paying office DoDAAC and mailing address can be located on the front of your award. You can easily track your payment information on the DFAS website at http://myinvoice.csd.disa.mil/index.html. Your purchase order/contract number or invoice number will be required to inquire status of your payment.

END OF DIVISION 01, SECTION 010000 SPECIFICATIONS