AMENDMENT OF SOLICITA	1. CONTRACT ID CODE		PAGE OF PAGES			
AMENDMENT OF SOLICITA	HONWOOTER	CATION OF CONTRACT		J		1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJE	ECT NO	.(If applicable)
0001	9-Aug-2024					
6. ISSUED BY CODE	W9126G	7. ADMINISTERED BY (If other than item 6))	CODE		
US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A19 P.O. BOX 17300 FORT WORTH TX 76102-0300		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, St	ate and Zip Code)	x 9	A. AMENDMENT OF S	SOLICI	TATION NO.
		_	١	N9126G24R10BP		
				B. DATED (SEE ITEM 23-Jul-2024	11)	
			1	0A. MOD. OF CONTRA	ACT/OI	RDER NO.
		-	1	AD DATED (GET ITE)	<u> </u>	
CODE	EAGUITY COD	T.	1	0B. DATED (SEE ITEM	M 13)	
CODE 11. TH	FACILITY COD	DE I IES TO AMENDMENTS OF SOLICITAT.	IONS			
X The above numbered solicitation is amended as set fo			\neg		extended	 L
Offer must acknowledge receipt of this amendment p		_		. Ш		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a	copies of the amendme	ent; (b) By acknowledging receipt of this amendm	nent o	n each copy of the offer subr		
RECEIVED AT THE PLACE DESIGNATED FOR					د	
REJECTION OF YOUR OFFER. If by virtue of this						
provided each telegram or letter makes reference to t		endment, and is received prior to the opening hour	r and o	date specified.		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)					
		DDIFICATIONS OF CONTRACTS/ORDE				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify at	nthority) THE CHANGES SET FORTH IN	ITE	M 14 ARE MADE IN TH	ΗE	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORTH				`	in payir	ıg
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PUR	SUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not,	is required to sig	n this document and return	copie	es to the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.)	CATION (Organized by	y UCF section headings, including solicitati	ion/c	ontract subject matter		
The Solicitation for Republic of Sing Arkansas. is amended as follows.	apore Air Force (RSAF) Facility Renovations for	F-1	6 and F-35 Ebbing	g NGI	3, Fort Smit
See SF30 Continuation Sheet(s)						
NOTE: Proposal receipt date has b	een changed from	n 22 Aug 2024, at 10⋅00am, CT	· to	6 Sen 2024 at 4:0)() nm	СТ
NOTE. Proposal receipt date has b	cen changed nor	11 22 Aug 2024, at 10.00am, 01	, 10	0 00p 202+ at +.0	o piii	01.
Except as provided herein, all terms and conditions of the	document referenced in Ite	m 9A or 10A, as heretofore changed, remains und	chang	ed and in full force and effec	t.	
15A. NAME AND TITLE OF SIGNER (Type or p	16A. NAME AND TITLE OF CONT				t)	
		TEL:		EMAIL:		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI				16C. D	ATE SIGNED
		BY				
(Signature of person authorized to sign)	-	(Signature of Contracting Office	er)			
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

CHANGES TO SOLICITATION W9126G24R10BP

CHANGES TO DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

1. The following sections are being replaced and bearing the notation W9126G24R10BP-0001.

TOC	PROJECT TABLE OF CONTENTS
00 21 30	ATTACHMENT – ENTRY AUTHORIZATION LIST (EAL) REQUEST
00 22 16	SELECTION PROCEDURES
00 72 00	CONTRACT CLAUSES

CHANGES TO ATTACHMENTS

2. The following attachment has been replaced bearing the notation W9126G24R10BP-0001.

ATTACHMENT H LIST OF PYRO ROOM CONTENTS

DELETED SECTIONS

01 22 00.00 10 PRICE AND PAYMENT PROCEDURES

End of Summary of Changes

PROJECT TABLE OF CONTENTS AMENDMENT 0001

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00	00	02	RFP LETTER
00	10	00	CONTRACT LINE ITEM SCHEDULE
00	21	00	CLAUSES AND PROVISIONS
00	21	16	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
00	21	30	SITE VISITS
00	22	16	SELECTION PROCEDURES
00	45	00	REPRESENTATIONS AND CERTIFICATIONS
00	72	00	CONTRACT CLAUSES
00	73	00	SPECIAL CONTRACT REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

	01 01	00 10	50 00		DESIGN AND CONSTRUCTION SCHEDULE FORMS AND ATTACHMENTS STATEMENT OF WORK WORK RESTRICTIONS (SWL)
					AT/OPSEC SITE SECURITY REQUIREMENTS
<am#0001></am#0001>					PRICE AND PAYMENT PROCEDURES
111111111111111111111111111111111111111			00		ADMINISTRATIVE REQUIREMENTS
	01	32	01.00	10	PROJECT SCHEDULE
	01	33	00		SUBMITTAL PROCEDURES
					DESIGN DATA (DESIGN AFTER AWARD)
					SUSTAINABILITY REQUIREMENTS AND REPORTING
					SPECIAL PROJECT PROCEDURES FOR EBBING FIELD
	01	35	26		GOVERNMENTAL SAFETY REQUIREMENTS
	01	35	29.13		HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES FOR CONTAMINATED SITES
	01	42	00		SOURCES FOR REFERENCE PUBLICATIONS
	01	45	00		QUALITY CONTROL
					RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)
					SPECIAL INSPECTIONS
					TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS
					DUST CONTROL
			19		TEMPORARY ENVIRONMENTAL CONTROLS
					SURVEY, LAYOUT, AND OTHER DATA
					CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
					CLOSEOUT SUBMITTALS
		_	-		OPERATION AND MAINTENANCE DATA
					FACILITY DATA REQUIREMENTS
	UΤ	ЭТ	00.15		BUILDING COMMISSIONING

ATTACHMENTS

ATTACHMENT A	INDUSTRY AND MILITARY CRITERIA AND GOVERNING CODES
ATTACHMENT B	CONCEPT DESIGN DRAWINGS
ATTACHMENT C	ROOM DATA SHEETS
ATTACHMENT D	SITE PHOTOS
ATTACHMENT E	HYDRANT FLOW TEST RESULTS
ATTACHMENT F	AS-BUILTS (ISSUED SEPARATELY)
ATTACHMENT G	MAIN RAMP APRON CLEARANCE
ATTACHMENT H	LIST OF PYRO ROOM CONTENTS

⁻⁻ End of Project Table of Contents --

W9126G24R10BP-0001 <**AM#0001>** CUI </**AM#0001>**



188th Security Forces Squadron Entry Authorization List (EAL) Request

Sponsor Please Complete Below



EAL REQUIREMENTS:

- 1. Submit this form and a typed guest list (hand written lists will <u>not</u> be accepted). <u>Do not</u> include Military/DOD ID Card holders on list, <u>only</u> non-military and non-DOD ID card holders. The guest list must contain the following information for each guest in attendance:
 - a. Name: (Last, First, MI) (As shown on Driver's License/ID Card)
 - b. Date of Birth
 - c. Driver's License number and State of Issue (or *SSAN if no driver's license)
 - d. *(If a person doesn't submit a SSAN or a DL# then they must come to the Pass & Registration Office in person for vetting prior to receiving a pass (479)573-5106)

The guest list will be in alphabetical order and MUST BE TURNED IN TO THE PASS & REGISTRATION OFFICE NO LATER THAN 10 DUTY DAYS PRIOR TO THE EVENT.

Unescorted Visit request eligibility must be 2 days or more not to exceed 60 days. You will be notified of any guests not allowed to enter the installation due to derogatory information found during the vetting process. Visitors must Pre-Enroll on the DBIDS website (https://dbids-global.dmdc.mil/home/) prior to arrival.

DBIDS Pre-Enrollment is not required for Escorted visitors.

- Ensure all guests have some form of a valid photo identification (i.e. Driver's License, State ID) to
 present to the entry controller upon arriving at the designated gate. <u>All event attendees must use the
 Designated Gate for access onto 188th WG.</u> Guest list will be submitted to
 WESTLEY.WAGNER@US.AF.MIL via a .mil email address (encrypted).
- 3. If you don't have access to email you must submit the guest list in person to Bldg 102, RM 103 Pass & Registration Office.

1	Signature of Sponsor/Authorizing	Official
4.	Signature of Sponsor/Authorizing	Oniciai:

Event Title	Start Date/Time	End Date/Time	Location of Event	
Sponsor Rank/Nan	ne/Unit	Sponsor Duty Phone	Contact # During Event	
Comments				

SECURITY FORCES COMPLETE BELOW

SF Personnel receiving/authenticating EAL Date/Time:

Entrance Gate: MAIN GATE

|--|--|--|--|--|--|--|

Section 00 22 16 - Selection Procedures

AMENDMENT 0001

PART I. EVALUATION AND RATING SYSTEM

The Government will evaluate the proposals in accordance with the evaluation criteria described herein, using the evaluation rating systems outlined in this section. Price information will be evaluated for fairness, reasonableness, and for material unbalancing, as described herein. This evaluation will be conducted in accordance with FAR Part 15.

Keep in mind that mere promises to comply with contractual requirements are insufficient basis for a favorable rating; evidence is required in support of any statements relating to promised performance.

A. DEFINITIONS

<u>Significant Strength</u>. An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

<u>Strength.</u> An aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

<u>Weakness.</u> A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

<u>Significant Weakness.</u> A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

<u>Deficiency.</u> A material failure of a proposal to meet a government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

<u>Uncertainty</u>. Any aspect of a non-cost/price factor proposal for which the intent of the offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

B. BASIS OF AWARD

The Contracting Officer will award a firm fixed-price contract to the responsible Offeror whose proposal the Source Selection Authority determines conforms to the solicitation, is fair and reasonable with regard to pricing, and whose proposal offers the best overall value to the Government, considering the price and non-price factors described herein. All evaluation factors, other than price, when combined, are considered significantly more important than the price; however, the Contract award may not exceed the cost limitation described in the solicitation. The intent of this solicitation is to obtain the best value proposal within the contract cost limitation.

There is no obligation to approach or match the contract cost limitation in the offer. As

part of the evaluation, the Government will evaluate proposals relative to the minimum standards in the RFP to determine if they offer additional value to the Government. In addition, innovations in proposals will be evaluated to determine if creative ideas of the Offeror are a better value to the Government compared to the minimum criteria. After the Government evaluates and rates each proposal, the Source Selection Authority (SSA) will compare proposals to determine which proposal represents the best value for award.

The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the SSA must determine that the added value of a more expensive proposal would justify award to that Offeror.

VOLUME I: TECHNICAL PROPOSAL

This volume shall be organized into the following sections:

Location	Factor	Description	Relative Importance
TAB A		COVER PAGE	NOT RATED
TAB B	Factor 1	PAST PERFORMANCE	Most Important Factor, more important than all other factors
TAB C	Factor 2	DESIGN TECHNICAL	2nd Most Important Factor, less important than Factor 1
TAB D	Factor 3	TECHNICAL SOLUTIONS	3rd Most Important Factor, less important than Factors 1 and 2
TAB E	Factor 4	SUSTAINABILITY	4 th Most Important Factor, less important than Factors 1, 2 & 3
TAB F	Factor 5	SUMMARY SCHEDULE	5 th Most Important Factor, less important than Factors 1, 2, 3, & 4
TAB G	Factor 6	SMALL BUSINESS PARTICIPATION	Least Important Factor

TAB A: COVER PAGE

Include the title of the solicitation, solicitation number, offeror name and date of the submittal.

TAB B: FACTOR 1 - PAST PERFORMANCE

1. Submission Requirements:

<u>Narrative:</u> Submit no more than three projects. Each projects Past Performance Worksheet will not exceed one page double sided. Provide a narrative that describes the following past performance requirements:

- a. The Offerors shall demonstrate past performance through the submission of similar projects, using the Construction Past Performance Assessment Worksheet (Attachment 3). Information provided shall demonstrate recent and relevant past performance.
- b. If the Offeror is a Joint Venture, Limited Liability Corporation (LLC), Partnership, Teaming Arrangement, or Parent company/subsidiary/affiliate as identified in the offeror's proposal, provide past performance information for construction projects relevant to each of the proposed roles on this project. If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer.
- c. If projects were design-build, identify them as such. Submit no more than three projects completed or substantially completed within five years from the date of this solicitation that best represent the experience similar to the scope of work for this solicitation.
- d. One of the three projects submitted for past performance may be a current construction project with at least 70% construction progress completed. However, the remaining projects submitted for past performance must be completed or substantially completed within five years. If Offeror is proposing as a Joint Venture (JV), LLC, Partnership and/or Teaming Arrangement and past performance cannot be provided as such, each partner shall submit past performance information, with no more than three projects each. The page count for each Past Performance Assessment Worksheet shall not exceed two pages.
- e. The Past Performance Questionnaire (PPQ) (Attachment 4) is included in the solicitation is provided for the Offeror to submit to the client for each project the Offeror included for Factor 1,Past Performance that does not have an interim or final CPARS evaluation or is a non-Federal Government project. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If any negative past performance information is received to which the Offeror has not an opportunity to

respond, the contractor will be given an opportunity to provide rebuttal. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Lindsay Chvilicek, via e-mail at lindsay.m.chvilicek@usace.army.mil prior to proposal closing date.

- f. Offerors shall not incorporate by reference into their proposals PPQ's previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.
- g. Do not request PPQs on projects that have interim or final CPARS evaluations. If an interim or final CPARS evaluation exists and a PPQ is provided for the same project, the CPARS evaluation will be reviewed as the official past performance record for the project, and the PPQ will not be considered by the Source Selection Board or the Source Selection Authority.
- h. For USACE or other DoD projects which are underway but do not yet have an interim or final CPARS evaluation, one PPQ per contract may be submitted; to be considered, the PPQ shall be signed by either the Primary Contracting Officer (PCO), Administrative Contracting Officer (ACO) or Contracting Officer Representative (COR) for the contract.
- i. Offerors are not required to submit any additional past performance information. The Government will utilize CPARS, and any other information deemed relevant to assess confidence in the Offeror's ability to perform. Offerors may submit information on past performance issues and corrective actions taken to prevent these issues from reoccurring. Discuss whether these corrective actions have been implemented on contracts awarded subsequent to the performance issues, the effectiveness of the corrective actions, and POC information for the subsequent contracts.
- j. In addition to the above, the Government may review any other sources of information for evaluation of past performance. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all CAGE/UEI numbers of team members (Partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquires of owner representative(s), Federal Awardees Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.
- k. Demonstrate the experience of the offeror and/or proposed team on projects same/similar in SIZE, SCOPE, and COMPLEXITY to that described in the solicitation. Offerors shall identify and describe the relevancies for each of the projects submitted compared to the scope of this project. The Government will evaluate the information provided in making the relevancy determination. Projects demonstrating experience in new or renovation construction projects consisting of a large warehouses, barracks,

hangars, large battalion headquarters, office complexes or similar facility type including Design Build will be considered more relevant.

I. The Offeror may provide a supplemental narrative (not project lists), not to exceed two pages, explaining how any corporate past performance that is not directly related to the specific projects above is applicable to this project and how the Government will benefit.

2. Evaluation Criteria:

- a. The Government will evaluate the Offeror's record of past performance to ascertain the probability of successfully performing the required efforts of the Solicitation projects to be procured. There are three aspects to the past performance evaluation: recency, relevancy, and confidence.
- b. The first aspect of the past performance evaluation is the recency of the past performance. Recent means 70% or more of the contract has been completed and performance occurred within five (5) years of the solicitation issuance date. Based on this criteria, an Offeror's past performance submissions will be determined either "recent" or "not recent." Submissions deemed not recent will not be evaluated further.
- c. Once a project is determined to be recent, the second aspect of the past performance evaluation is the relevance of the Offeror's present/past performance information.
- d. Past performance submissions deemed recent, but not relevant, will not be evaluated further.
- e. The Government will evaluate the Offeror's past performance to determine how relevant the past performance is to the project under consideration. Past performance on the projects identified in the project forms will receive more consideration than past performance provided in the supplemental narrative. The Government will place greater value on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy considerations.
- f. More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.
- g. Contracts with lower degrees of relevance will not be as strong of predictors of likely future contract performance success and will typically have less influence on the final past performance confidence rating.
- h. Contracts that have little or no relevance typically do not influence the performance confidence rating; however, any contracts with adverse past performance could reflect larger company-wide concerns and may have impact upon the past performance confidence rating.

- i. Past performance submissions with any of the Armed services or other agencies within Department of Defense (DOD) will have more influence on past performance confidence assessment than past performance with other partners and agencies.
- j. The burden of providing detailed recent and relevant past performance information rests with the Offeror. However, the Government reserves the right to verify the information on projects submitted for evaluation, and to review CPARS, or other Government project appraisal systems, for information on other projects performed by the Offeror whether submitted as part of a proposal or not. The Government also reserves the right to contact project clients/customers, or other references.
- k. For any adverse performance information found and considered for which the Offeror has not had an opportunity to address, the Offeror will be afforded an opportunity to clarify or address.

3. Confidence Evaluation Criteria:

- a. After past performance submissions are determined recent and relevant, the quality of the recent and relevant past performance will be rated for the overall confidence assessment. If a CPARS record and PPQ-0 exist for a particular project and the ratings conflict; the CPARS record shall govern.
- b. The SSEB will review the past performance information available, to include CPARS and other past performance information deemed relevant, to determine the quality and usefulness as it applies to performance confidence assessment. If any firm has multiple functions or divisions, the Government will only evaluate past performance of the division or unit submitting the offer. If the Government cannot establish the Offeror's relevant past performance, it reserves the right to utilize the Past Performance Questionnaire to conduct telephone interviews on any source it deems relevant to the evaluation. Owners/references may be asked to comment on items such as quality of construction, timeliness, management of the work, subcontractor management, including timely payment to subs or suppliers, safety, level of support for such things as as-built documentation, O&M manuals, training, correcting construction errors, warranty work, etc. If negative information is received regarding past performance, the offeror will be notified and given an opportunity to provide information on the problems encountered and the offeror's corrective actions. The Government's evaluation is not limited to past performance information on the cited example projects.
- c. In determining the performance confidence rating for Past Performance, the degree of relevancy of all of the considered efforts; the overall performance record of the offeror on each contract assessed; number and severity of problems and the demonstrated effectiveness of corrective actions taken (not just planned or promised); and trend data will be considered. Contracts with higher degrees of relevance will typically have a greater influence on the final performance confidence rating. Contracts with lower degrees of relevance will typically have less influence on the final performance confidence rating; however, any contracts with adverse past performance could reflect larger company-wide concerns and may impact the past performance

confidence rating. Contracts which are comparatively more recent may be better predictors of likely future success than older contracts. The resulting relevant/recent assessment conclusions will then be combined, along with the assessed quality of performance on prior contracts, to arrive at a single performance confidence rating for the Past Performance Factor.

- d. The confidence rating will be established based on the past performance of the firms or that of its predecessor, if applicable. An entity may not establish past performance based on the past performance of its key personnel apart from that of the entity. If the Government does not obtain past performance information and cannot establish a past performance record for the Offeror through other sources, a rating of Unknown (Neutral) confidence will be assigned.
- e. In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the offeror will not be evaluated favorably or unfavorably on the factor of past contract performance and will be given a "Neutral Confidence" rating.
- f. Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSA may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff.
- g. If negative past performance information is received on any PPQ, the Offeror will be given an opportunity to provide input as required by FAR part 15. CPARS that are part of the official record will be utilized as if the Offeror has already had an opportunity to respond.

TAB D: FACTOR 2 - DESIGN TECHNICAL

1. Submission Requirements:

<u>Narrative (NTE four double-sided pages):</u> Provide a narrative that describes the following design technical requirements:

Offerors shall submit narratives and drawings to describe the firm's unique technical design solution. These elements must reinforce each other and be self-explanatory in presenting the offeror's technical solution.

The narrative shall cover all features of the proposed design for all disciplines. The Offeror shall make a statement that their design complies with the most current regulations, standards, codes, and Design Requirements (Section 01 10 00). The narrative shall include but not necessarily be limited to the following:

a. General Approach – Describe the processes, procedures, and/or techniques that will be utilized to complete the design and construction on schedule. Describe the general phasing approach of design and construction. Indicate any intent to fast-track

portions of the work, why this is an advantage to the government, and how this will be accomplished. The Offeror shall also describe how they intend to phase the work to utilize the minimal laydown areas available. At a minimum the offeror shall acknowledge the limited access to laydown space and outline their means and methods for dealing with these constraints.

- b. Identify your proposed onsite project staffing by position, to include, as a minimum: Superintendent, Site Safety and Health Officer (SSHO), and Construction Quality Control (CQC) Manager. Refer to the following Specification Sections for requirements: 01 32 01.00 10 Project Schedule; 01 35 26 Governmental Safety Requirements; 01 45 00.00 10 Quality Control. Information may be provided in narrative format, table(s), and/or organizational chart(s). Identification of specific individuals and/or resumes is not required nor desired as part of this submission but shall be submitted after award as required by the specifications.
- c. Describe how the Prime Contractor, Superintendent, CQC Manager, Safety Manager, Construction PM, Designer of Record, and key subcontractors interact during both design and construction.
- d. Describe how the DB team coordinates amongst each other and the process that will be used for quality control and quality assurance. Describe how the design/build team interacts/coordinates with outside agencies or public entities (The Fort Smith Air Field Manager, utility companies and local jurisdictions, etc.) during design and construction.
- e. The Government will evaluate the Offeror's understanding of renovation projects of this scope and nature. To include the unique requirements of this facility as portrayed in your discussion of design, demolition and construction intent, including but not limited to design procedures/processes, proposed method of construction (i.e. utilities, building design), construction operations (i.e. Requests for Information (RFIs) and Submittal requirements), and quality control process for design and construction. Failure to provide the government with a clear process for working through this design, demolition and construction and a failure to acknowledge the unique challenges a renovation of this nature has will be considered a deficiency by the government.

2. Evaluation Criteria:

- a. The Government will evaluate how the prime contractor, designers, and key subcontractors plan to interact during design and construction. The Government will also evaluate how the design/build team plans to interact and coordinate with outside agencies or public entities (AFCEC, USACE, local authority's having jurisdiction and utility companies, etc.) during design and construction. The offeror should provide a clear plan that is easily understandable with effective means of communication with all of these parties. Failure to provide a clear understandable communication plan will be evaluated as a deficiency.
- b. Demonstrates a clear understanding of all tasks listed in the Statement of Work that will yield the required results in the required time frame with least impact to continued operation.

c. Demonstrates a clear understanding of existing operations and the ability to continue operations with the least impact.

TAB D: FACTOR 3 – TECHNICAL SOLUTIONS

This factor considers the types of building systems, especially engineered systems, and their basis of design.

1. Submission Requirements:

<u>Narrative (NTE six double-sided pages):</u> Provide technical approach narratives, both qualitative and quantitative, defining the elements of the proposal. The proposed building systems shall meet all applicable codes, standards and criteria as prescribed in the Statement of Work. Narrative should focus on maintenance considerations, energy consumption, and suitability of the proposed systems for the expected usage.

- a. Wall Sections & Details: Provide typical building sections, wall sections and appropriate details depicting material quality.
- b. The minimum acceptable level of quality for finishes suitable for the expected population and usage. This is an aircraft hangar; the hangar space should have durable finishes that are not easily damaged. Office spaces should have finishes appropriate for the intent of the space. Finishes for office space should be esthetically pleasing, but they shall be economically suitable for the spaces.
- c. Mechanical Systems: Describe how the mechanical systems selected provide for a highly efficient environmental control system including information about provisions for indoor air quality in the office spaces and maintenance for the entire project.
- d. Plumbing Systems: Describe how the plumbing systems selected provide for a highly efficient water system. The Offeror shall also describe how they plan to provide efficient dispersion of hot water as necessary to break rooms, bathrooms and throughout any other building spaces that may require hot water.
- e. Electrical Systems: Describe how the electrical power and lighting systems selected provide for a highly efficient electrical system.
- f. Electronic and Communications Systems: Describe how the electronic and communications requirements will be addressed and what features will be provided in the proposed project.
- g. Site Utilities and Site Systems: Describe how the site utility systems selected provide for an efficient system. Include information regarding coordination with privatized utility providers where applicable.
- h. Interoperability: Describe how systems integrated into the new facilities which require connection and interface with existing Installation wide systems will be

accommodated in the proposed project. Narrative should address the following systems as minimum: Fire Alarm, Telephone, Cable Television, Utility Monitoring & Control System, Mass Notification and privatized utility companies where applicable.

- i. Secure Area: Describe how the Special Access Program Facility (SAPF) will be designed and constructed in accordance with relevant standards and regulation to include the Intelligence Community Directive (ICD) / Intelligence Community Standards (ICS) 705 standards and F-35 Facility Requirements Document (RFD).
- j. ATFP Considerations: Describe how the proposed materials, systems, and designs address the mandatory building ATFP requirements included in the UFC.
- k. Fire Protection/Life Safety Considerations: Describe how Life Safety will be addressed and what fire protection features will be accommodated in the proposed project. Describe fall protection systems.

2. Evaluation Criteria:

- a. Demonstrates that the systems and components provide value to the Government and addresses the requirements of the solicitation.
- b. The Government will evaluate the information provided for completeness, coordination, approach, aesthetics, technical problem solving, appropriate use of materials, maintainability, and adherence to this solicitation. The Government will evaluate the Offeror's technical solution and narratives for completeness and compliance with Section 01 10 00 requirements. Failure to submit any of the identified narratives, drawings and or organizational chart included in Technical Approach will be evaluated as a deficiency.
- c. The offeror may provide roofing upgrades to include the use of IDPM style roofs for the flat roofs and standing metal seam roofs for any pitches 3:1 or greater would be considered a significant strength.

TAB E: FACTOR 4 - SUSTAINABILITY

Sustainability considers, environmental stewardship, and lowered life cycle expenses.

The Government will evaluate the systems and components proposed in terms of warranties provided, maintenance considerations (frequency, estimated cost, access, equipment locations), operability (ease of use, placement of control features, simplicity), durability (withstand troop usage, ease of cleaning), sustainability, and energy consumption (HVAC, lighting, power).

1. Submission Requirements:

<u>Narrative (NTE four (4) double-sided pages):</u> Provide a narrative that describes the following sustainability requirements:

- a. Demonstrates a strategy to fully comply with the Federal High Performance and Sustainable Building (HPSB) Guiding Principles (GPs) as specified in the Unified Facilities Criteria 1-200-02 verified by an approved Third Party Certification. The facility shall comply with the Air Force Sustainable Design and Development (SDD) Implementing Guidance, 2 JUN 2011 and the AFCEC A-GRAM 17-01, dated February 2017.
- b. Demonstrates a strategy to meet or exceed the requirements of the Guiding Principles Compliance Verification per UFC 2-200-02 Criteria, as administered by the Green Building Initiative.
- c. Demonstrates a strategy to meet or exceed the requirements of Public Law 109-58, Energy Policy Act (EPAct) 2005, 8 Aug 05.
- d. Demonstrates the understanding of the extents to which UFC 3-210-10, Low Impact Development, current edition, apply to the project.
- e. Demonstrates the understanding of the extents to Guiding Principles for Sustainable Federal Buildings by the Council on Environmental Quality on February 26, 2016 as they apply to the subject project.
- f. Energy Conservation: Describe the strategy to achieve 30% energy savings over the International Energy Conservation Code (IECC) baseline in accordance with UFC 1-200-02 and Energy Policy Act (EPAct) of 2005 in the proposed project.

2. Evaluation Criteria:

- a. Demonstrates an ability to meet the requirements of Green Building Initiative Guiding Principles Compliance Verification per UFC 1-200-02.
- b. Demonstrates a strategy and capability to meet a minimum of 30% energy savings from the IECC baseline.
- c. Demonstrates an ability to prepare a Life-cycle Cost Analysis (LCCA) in accordance with CFR Title 10 Part 436, Subpart A and MIST Handbook 135.
- d. Provides an overall demonstrable approach to resource conservation in the areas of material, energy, and water.

TAB F: FACTOR 5 - SUMMARY SCHEDULE

Proposed Contract Duration - The firm shall propose the contract duration for the project, not to exceed the maximum contract duration specified in the CLIN Schedule.

1. Submission Requirements:

Narrative (NTE eight double-sided pages total for the narrative and schedule, 11x17 inch pages are allowed for the summary level schedule and will be counted as a single page): Provide a narrative that describes the following summary schedule requirements:

- a. <u>Proposed Contract Duration:</u> The Offeror shall propose the overall contract duration to include all activities identified in the CLIN Schedule not to exceed the maximum contract duration as identified in Section 01 00 00.00 44. The Offeror may propose a phased turnover for features of work if advantageous to the government. The government is requiring the turnover of Building 216 by 30 June of 2026 though the contractor may propose a phased turnover of other facilities as well and the government would evaluate this to determine if this approach is a benefit the government.
- b. <u>Summary Schedule:</u> Offerors shall submit a summary level schedule for construction. This project has no options associated with it. This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule. The summary schedule shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Offeror may use a critical path or other method of his choice; however, schedules shall be graphically represented and shall include, as a minimum, Activity ID, Activity Description, Original Duration, early start and early finish dates, and total float for each activity. The proposed schedule shall include an activity that shows the proposed overall contract duration in calendar days. Give attention to the following features:
- (1) Show activities for each feature of work, this includes all CLINS, in sufficient detail to demonstrate an understanding of the scope of work and to substantiate the reasonableness and realism of the proposed duration.
- (2) Show submittal preparation and review/approval activities for long lead items to demonstrate an understanding of the submittal process and minimum review times for Government approved submittals.
- (3) Show activities and/or milestones for coordination with privatized utility providers during construction, to demonstrate your understanding of the coordination requirements for the contract.
- (4) Show turnover of the project within the overall period of performance with Building 216 being turned over by 30 June 2026. Identify any proposed phased turnovers. The time to complete the project and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor-Government turnover inspection.
- (5) Show closeout activities, to include the Red Zone meeting, record drawings, and O&M manuals to demonstrate your understanding of the closeout requirements of the contract.
- (6) Critical Path: Indicate the anticipated overall critical path on the schedule. The overall schedule shall include key milestones and tasks in succession and duration to project completion.
- (7) Describe the approach to address risks that may impact completing the project within the required duration. Clearly describe each risk, mitigation strategy, and

detail an innovative approach if applicable. At a minimum, the narrative shall address long lead items, supply, labor, and logistical risks in current market conditions.

2. Evaluation Criteria:

a. <u>Proposed Contract Duration:</u> The proposed contract duration will become the contractually binding duration for the project at award. The Government will evaluate the contract duration as proposed by the Offeror herein and on the Price Proposal Schedule, not to exceed the maximum allowed duration listed in Section 01 00 00.00 44. This duration shall also include all options. In assessing the reasonableness of the proposed contract duration, the Government may take into account how well the proposed summary schedule supports the proposed duration, as well as use other information, such as, but not limited to, independent judgment concerning logic, constraints, and typical construction durations. A proposed contract duration shorter than the maximum allowed duration, or proposed phasing providing for early turnover of facilities, will receive additional rating consideration, provided the schedule is realistic and deemed to be achievable. The Government will consider an unreasonably condensed contract duration, which places additional cost or schedule risk on the Government, or which may create a risk of contract or performance failure, as a significant weakness or a deficiency, depending upon the evaluators' judgment.

b. Summary Schedule:

- (1) The Government will evaluate the schedule to assess the strength of understanding of the project scope for integrated design and construction, restrictions which must be considered in the schedule e.g., sequencing of work, long lead items, Government review periods for construction plan approvals and other Government approved construction submittals, closeout activities, etc. A schedule with Government submittal review periods shorter than the minimum specified review period for Government approved construction plans will be considered deficient and will be rated unacceptable.
- (2) The Government will evaluate the strength of understanding of events associated with coordinating design submittals, reviews and incorporating review comments, the Offeror's capability to schedule the complete project within the proposed contract duration and the reasonableness and realism of the schedule.
- (3) The Government will evaluate the design packaging plan for logic, reasonableness, how it facilitates meeting the proposed contract duration and how it facilitates the Government's ability to timely perform its design reviews. A schedule with Government design review periods shorter than the minimum specified review periods for design submittals will be considered deficient and will be rated unacceptable. The packaging plan shall minimize risk to the Contractor and to the Government for tear-out and coordination for reviews. A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones, and general understanding of the various events that can affect start and completion of construction will receive additional consideration. Failure to provide a schedule that meets the 880 day Period of Performance (POP) required will be

considered a deficiency for this factor. Failure to provide for the turnover of Building 216 by 30 June 2026 will also be considered a deficiency for this factor. (Assume start of POP at NTP issued 30 days after award).

- (4) The Government will evaluate the processes, procedures, and/or techniques that will be utilized in order to complete construction on schedule. This may be presented as a flow chart, narrative or by any other means in the proposal the Offeror chooses that allows the governments evaluation team to clearly understand the intent of the Offeror. Failure to provide this will be evaluated as a deficiency. Failure to provide a clear and easily understandable process for this will be evaluated as a weakness.
- (5) The Government will evaluate the Offeror's risk mitigation strategies to achieve successful contract performance within the contract period of performance. Narratives failing to identify and address potential long lead items, general market material supply, labor, or logistical risks in current market conditions shall be evaluated as a deficiency. The Government will evaluate whether the risk mitigation strategies are realistic and demonstrates an understanding of how to effectively reduce project risks as it relates to contract performance and schedule.

NOTE: ALL NON-PRICED FACTORS FROM VOLUME 1, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE

TABLE 1 - COMBINED TECHNICAL/RISK RATINGS

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

TABLE 2 - Technical Risk Ratings

Adjectival Rating	Description
Low	Proposal may contain weakness(es) which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased Cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

Table 3 - Past Performance Relevancy Ratings				
Rating	Definition			
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.			
	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.			
	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.			
	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.			

TABLE 4 - Performance Confidence Assessments				
Rating	Definition			
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.			
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.			
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.			

Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

TAB G: FACTOR 6 - SMALL BUSINESS PARTICIPATION PROPOSAL

All offerors, regardless of size status, are required to complete a Small Business Participation Proposal. In accordance with DFARS 215.304(c)(i), the government will evaluate Small Business Participation in source selections for unrestricted acquisitions that require use of FAR 52.219-9, Small Business Subcontracting Plan and is required for this procurement. Offerors shall articulate within their Small Business Participation Proposal how they intend to meet the Small Business Participation Proposal criteria outlined in the solicitation.

1. Submission Requirements:

Narrative: (No page limit for this Factor): Provide a narrative that describes the following Small Business Participation Proposal requirements and criteria:

All offerors shall complete and submit a Small Business Participation Proposal using the format template, Attachment 1 at the end of this section.

Nothing precludes an offeror from further demonstrating their extent of commitment to using small businesses beyond what has been required by this solicitation.

2. Criteria:

- a. The Government requirement will evaluate the level of proposed participation of small businesses in the performance to determine which offeror proposes the best value in terms of the contract relative to the percentages and criteria established herein. Failure to submit a Small Business Participation Proposal will be evaluated as a deficiency.
- b. All offerors shall articulate the extent to which Small Businesses (SB), Small, Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HZ Small Businesses (HZ), Veteran-Owned Small Businesses (VOSB) and Service-Disabled, Veteran-Owned Small Businesses (SDVOSB) that are specifically identified in the proposal.
- c. Extent of participation of Small Business firms in terms of percentages based on the total value of the offeror's proposal of the acquisition and the extent to which the proposal meets or exceeds small business participation percentages detailed in paragraph below.
- d. Large businesses may achieve their small business participation commitments through subcontracting to small businesses. Small businesses may achieve their small business participation commitments through their own performance/participation as a

prime or through a joint venture, teaming arrangement, and subcontracting to other small businesses.

e. The minimum small business participation percentages are:

SB: 28% based on total value of proposal SDB: 5% based on total value of proposal WOSB: 5% based on total value of proposal HZ: 3% based on total value of proposal VOSB: 5% based on total value of proposal SDVOSB: 5% based on total value of proposal

f. Offeror shall describe the extent of commitments to identify firms (if any) in place for this solicitation. Enforceable commitments are weighed more heavily than non-enforceable commitments.

Enforceable commitments must include:

- (1) Firm must be a small business
- (2) Socioeconomic category of the small business
- (3) Services/supplies to be provided by the small business
- (4) Specificity to the subject requirement by indicating the solicitation number on the document
- (5) Legible signature blocks and signatures from BOTH parties authorized to sign on behalf of their respective firm to demonstrate acknowledgement of the business relationship
- (6) Small business firm must be identified on the Small Business Participation Proposal as appropriate
 - g. The offeror shall describe the use of small business firms providing the following information:
 - (1) Name of each small business, include each socio-economic category
 - (2) Complexity and variety of work to be performed by small business
 - (3) Percentage of work performed by each firm
- h. Offerors failing to identify, or severely limit, the supplies/services to be performed may be evaluated as a weakness or deficiency.
- i. Past performance of the offerors in complying with the requirements of the clause FAR 52.219-8, Utilization of Small Business Concerns or 52.219-9, Small Business Subcontracting Plan. The Offeror shall provide a narrative describing compliance to small business. The Government will evaluate based on one and/or a combination of the following:
 - (1) Reporting of small business performance in CPARS

- (2) History of prompt payments to small business subcontractors
- (3) Reporting of small business performance in eSRS.
- (4) Documentation from customers demonstrating use/support of small businesses
- (5) Documentation of other information to substantiate the use of small business demonstrating the total small business contract completion by the small business prime and/or subcontracting to other small business.
- (6) Documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably.
 - (7) Small Business compliance reviews
 - (8) DCMA Small Business Subcontracting Program reviews
- j. Offerors are encouraged to submit proof of awards, accolades, or similar type documentation received for their current and/or past support of small businesses. The offeror is not limited to the examples provided.
- k. The Government reserves the right to review additional information outside of the evaluation criteria below.
- I. Material submitted in support of the Small Business Participation Proposal shall be logically assembled and organized to facilitate evaluation. The use of hyperlinks in lieu of incorporating information into the proposal remains prohibited. Do not cross-reference materials as the Government will not look to obtain information in support of an offeror's Small Business Participation Proposal from other volumes or within the Small Business Subcontracting Plan (if applicable).
- m. Offerors shall not submit a hybrid plan that includes a combination of elements from a Small Business Participation Proposal (in accordance with DFARS PGI 215.304) and elements of a Small Business Subcontracting Plan (in accordance with FAR 52.219-9) as the two are distinctly different. Doing so will result in a weakness.

3. Evaluation:

- a. The submitted Small Business Participation Proposal will utilize the ratings as described in Table 5, Small Business Rating Method based on the following:
- (1) Extent of participation of Small Business firms in terms of percentages and the extent to which the proposal meets or exceeds the small business participation percentages as detailed in paragraph above as outlined in the solicitation. Offerors providing less than the percentages outlined above may be evaluated as a weakness or deficiency.

- (2) The Government will verify the total value of the offeror's proposal to ensure percentages are consistent as identified in the solicitation. If an offeror's value of their total proposal is inconsistent with the percentages outline in the Small Business Participation Proposal, it may result in a weakness or deficiency.
- (3) Extent to which Small Business firms, as defined in FAR Part 19 (Small Business (SB), Small, Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HZ), Veteran-Owned Small Business (VOSB) and Service-Disabled, Veteran-Owned Small Business (SDVOSB), are specifically identified in the proposal. The Government will evaluate the firms specifically identified by the Offeror in the submitted Small Business Participation Proposal.
- (4) Extent of commitment to use the identified firms. The Government will evaluate the types of commitments in place (if any) for this specific acquisition (small business prime, written contract, verbal, enforceable, non-enforceable, joint ventures, mentor-protégé, teaming agreements, partnership letters of commitment(s), etc.). Enforceable commitments as defined in paragraph above, may be evaluated more favorably than non-enforceable commitments.
- (5) Extent to identify the complexity and variety of work small business firms are to perform. The Government will evaluate the meaningful elements of the type and complexity of work to be performed by small business. Offerors failing to identify, or severely limit, the supplies/services to be performed may be evaluated as a weakness or deficiency.
- (6) Extent of past performance of the offerors in complying with the requirements of the clauses at FAR 52.219-8 *Utilization of Small Business Concerns or* 52.219-9 *Small Business Subcontracting Plan*. The Government will evaluate based on one and/or a combination of the following:
 - (a) Reporting of small business performance in CPARS
 - (b) History of prompt payments to small business subcontractors
 - (c) Reporting of small business performance in eSRS
- (d) Documentation from customers demonstrating use/support of small businesses
- (e) Documentation of other information to substantiate the use of small business demonstrating the total small business contract completion by the small business prime and/or subcontracting to other small business
- (f) Documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably

- (g) SBA compliance reviews
- (h) DCMA Small Business Subcontracting Program reviews
- (7) Offerors with no prior contracts containing FAR clause 52.219-8, and whether negative information has been reported concerning the Offeror's past compliance with FAR 52.219-8 alongside any explanation to address the negative information.
- (8) Extent of documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably.
- b. The government reserves the right to review additional information outside of offer's proposal.
- c. The offeror's Small Business Participation Proposal will be evaluated based on Table 5, Small Business Rating Method

Table 5. Small Business Rating Method

Adjectival Rating	Description			
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.			
Good	Proposal indicates a thorough approach and understanding of the small business objectives.			
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.			
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.			
Unacceptable	Proposal does not meet small business objectives.			

VOLUME II: CERTIFICATIONS AND PRICE PROPOSAL

Location	Description
TAB A	The Proposal Cover Sheet
<am#0001></am#0001>	Signed Standard Form 1155 & Acknowledgement of Amendments
TAB B	
TAB C	Price (FACTOR 7)
TAB D	Section 00 45 00 – Representations and Certifications
TAB E	Joint Venture and LLC (If Applicable)
TAB F	Bid Guarantee (Bid Bond)
TAB G	Financial Information and Bonding Capability
TAB H	Subcontracting Plan (other than small businesses only)

General Instructions. In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. Information other than certified cost or pricing data may be provided in contractor format providing that sufficient information is made available. Information submitted shall be prepared following the instruction in FAR 15.403-5. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data.

Additionally, in the event that adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data," into the solicitation and request a Certificate of Current Cost or Pricing Data.

There are no page limitations for this volume. Proposal information included in this volume which is not directly related to Price will be disregarded.

TAB A – The proposal cover sheet (Attachment 2) is required by FAR 52.215-1 (c)(2) and must be submitted by all offerors. The format for the proposal cover sheet is as follows:

- 1. Solicitation Number
- 2. The name, mailing address, telephone and e-mail address.

- 3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
- 4. Names, titles, telephone and email address of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- 5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the issuing office.

Offerors should ensure UEI number and CAGE Code are all included for both the Contractor and Designer. UEI number will be used to access CPARS data. Offerors should also provide any other assigned number that identifies them in the CPARS database. If a separate UEI has been created for a Joint Venture (JV) UEI must also be submitted. Also provide any other UEI that identify individual member firms in the JV.

<AM#0001> TAB B Standard Form 1155 and acknowledgement of all amendments (Block 19), completed and signed by authorized individual(s) of the offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal. Signed statement acknowledging each amendment by number. </AM#0001>

TAB C: FACTOR 7 – Price. Proposed price schedule is to be completed in its entirety by all offerors to include the Subtotals and Totals section as found in Section 00 10 00 - Solicitation, Contract Line-Item Number (CLIN) Schedule.

TAB D - Section 00 45 00 – Representations and Certifications. Confirm that the Offeror's representations and certifications have been completed in the Online Representations and Certifications Application (ORCA) in accordance with FAR 52.204-8. Submit the representations and certifications not covered by ORCA that are included in Section 00 45 00 of this solicitation, under this tab.

TAB E - Joint Venture and LLC, if applicable. See Section 00 21 00 paragraph F.1.d. Note to 8(a)—SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture.

TAB F - Offerors shall provide a fully executed Bid Bond as required by FAR Clause

52.228-1, Bid Guarantee *electronically in Tab F*. This requirement is to be completed regardless of Bid Bond requirement submission located in other parts of these instructions.

For the purposes of this Request for Proposal, please note that IAW FAR 28.001:

"Bond means a written instrument executed by a bidder or contractor (the "principal"), and a second party (the "surety" or "sureties") (except as provided in FAR 28.204), to assure fulfillment of the principal's obligations to a third party (the "obligee" or "Government"), identified in the bond. If the principal's obligations are not met, the bond assures payment, to the extent stipulated, of any loss sustained by the obligee."

Bonds shall therefore be executed in the name of the legal entity, whether a joint venture, partnership or the Prime Contractor of an informal teaming arrangement, with whom the Government would enter into a contract for a successful offeror. The entity named on the bond must be able to acquire bonding capacity on its own merits, and not as the result of indemnification from a subcontractor or third party.

TAB G - Financial Information & Bonding Capability (e.g. past three years financial statements, annual reports, Dun & Bradstreet Ratings and/or number, etc.) Provide a list of all current contracts with a value above \$35 Million, total dollar value, award date, anticipated completion, performance and payment bond amount.

TAB H - Subcontracting Plan shall be prepared in accordance with FAR 52.219-Electronic Subcontracting Reporting System (eSRS) located at http://esrs.gov.
Instructions for completion of requisite forms, as well as guidance on coordinating and preparing for all compliance reviews by Federal agencies can be found at this website. Offerors are to ensure subcontractors agree to submit to ESRS. This will be evaluated for acceptability in accordance with AFARS Appendix DD. Either the contracting officer, the small business representative, or both, shall evaluate and rate the subcontracting plan as "acceptable" or "unacceptable," in the context of this particular procurement. To receive an "Acceptable" rating, the contractor must satisfy all requirements of 52.219-9 and AFARS Appendix DD. Failure to receive subcontracting plan rating of acceptable could jeopardize the offeror's selection for contract award.

<u>Compliance</u>. Failure to comply with the RFP requirements for Price information may result in an adverse assessment of an offeror's proposal and reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes.

End of Section 00 22 16

Section 00 22 16 Attachments 1 - 4

ATTACHMENT 1 SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT

All Offerors (both large and small businesses) are required to complete a Small Business Participation Commitment Document to be evaluated under Small Business Participation Evaluation Factor. The Offeror shall articulate how the Offeror intends to meet the small business objectives described in the Small Business Evaluation Factor.

subcategory small business.

Small Business Participation Commitment Document (F	Form)
(a) Check the applicable size and categories for the PF boxes:	RIME offeror only Check all applicable
{ } Other than Small Business	
{ } Historically Black Colleges or Universities an	d Minority Institutions (HBCU/MI)
{ } American Native Corporation (ANC)	
{ } Small Business Prime; also categorized as a	1
{ } Small Disadvantaged Business (SDB)	
{ } Woman-Owned Small Business (WOSB)	
{ } Historically Underutilized Zone (HUB Zone) S	Small Business
{ } Veteran Owned Small Business (VOSB)	
{ } Service Disabled Veteran Owned Small Busi	iness (SDVOSB)
(b) Submit the total combined percentage of work to be businesses (include the percentage of work to be p Subcontractors):	
Example: If Prime proposes a price of \$1,000,000, a \$250,000 in services/supplies as a prime or subconbusinesses is 25%; and 75% for large business equ	ntractor, the percent (%) planned for small
Total Percentage planned for Large Business(es)	%
Total Percentage planned for Small Business (es)	%
Total	% (Must Equal 100%)
(c) Please indicate the total percentage of participation	n to be performed by each type of

The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

Example: ACME Corporation (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HUBZone Small Business and WOSB) performing 3%. Results equate to: SDB 3%; HUBZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;). SDVOSBs are also VOSBs automatically; however, VOSBs are not automatically SDVOSBs.

HBCU/Minority Institutions	%
American Native Corporation	
And Indian Tribe SB	%
Small Disadvantaged Business	%
Woman Owned Small Business	%
HUBZone Small Business	%
Veteran Owned Small Business	%
Service-Disabled Veteran	
Owned Small Business	%
Example: If a Small Business qu	o be performed by Small Businesses: ualifies also as a WOSB and a SDVOSB, and the Offeror below in which the SB entity qualifies.
Name of Company Small Business	Type of Supply/Service
Alaska Native Corporation	

Small Disadvantaged Bu	usiness			-	
Woman Owned Small B	usiness			-	
HUBZone				- -	
				-	
Veteran Owned Small B	usiness			-	
SDVOSB				-	
HBCU/MCI				-	
(e) Describe the extent commitments if any, written contract, verb	are in place	for this specif	ic acquisition eith	ner – small busin	ess prime,
Narrative (Limited to one	e page):				

ATTACHMENT 2 PROPOSAL COVER SHEET

Solicitation Number		
Firm		
Address		
Phone		
Fax		
Email		
UEI Number		
Cage Code		
database. If a sepa Provide a UEI nur association of firms	other assigned number that identifies the arate UEI has been created for a joint ventual mber for each company identified in any particles. If the firm is a joint venture or contractorisms and briefly describe the nature of the actions.	ure (J-V) it must also be submitted proposed Contractor-subcontractor subcontractor association of firms
Firm 1	Nature of Association	UEI
Firm 2	Nature of Association	UEI
Firm 3	Nature of Association	UEI
•	ators IAW FAR 52.215-11 - The Offeror repr negotiate on its behalf with the Government P).	. .
Name:	Title:	Email:

Statement specifying extent of agreement with all terms as specified in cover sheet instruction

B above:			

Attachment 3

PAST PERFORMANCE ASSESSMENT WORKSHEET (To be completed for each project submitted)

(To be completed for each project submitted)				
CONSTRUCTION OR PRI	ME CONTRACTOR			PROJECT#
Offeror:				
Project and Location:				
Was this project performed W9126G24R10BP:	d by the division or unit of th	ne comp	pany submitting the o	ffer for
Owner:				
Owner's Point of Contact for	or Reference:	Teleph	one:	
Awarded Construction Cos		Final C	onstruction Cost:	
Explain Cost Growth, if any	y:			
Date of Award:	Original Completion Date:	Revis	ed Completion Date:	Percent Complete:
Explain Time Growth, if an	y:	•		
General Scope of Construc	ction and Offeror's Role:			
Work Your Company Self-Performed: Extent and Type of Work You Subcontracted Out:				Nork You Subcontracted
Describe extent of relevand	cy and complexity of the pro	iject. <u>R</u>	ELEVANCY:	
complexity as compared	narrative to support relevanced to the scope of the solicitat		ssment (in terms of sc	ope, magnitude and
Your Performance Evaluation	on by Owner, if known:			

Attachment 4 Past Performance Questionnaire

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)				
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)				
1. Contractor Information				
Firm Name: CAGE Code:				
Address:w518ea DUNs Number:				
Phone Number:				
Email Address:				
Point of Contact: Contact Phone Number:				
2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)				
Percent of project work performed:				
If subcontractor, who was the prime (Name/Phone #):				
3. Contract Information				
Contract Number:				
Delivery/Task Order Number (if applicable):				
Contract Type:				
Contract Title:				
Contract Location:				
Award Date (mm/dd/yy):				
Contract Completion Date (mm/dd/yy):				
Actual Completion Date (mm/dd/yy):				
Explain Differences:				
Original Contract Price (Award Amount):				
Final Contract Price (to include all modifications, if applicable):				
Explain Differences:				

4. Project Description:
Complexity of Work High Med Routine How is this project relevant to project of submission? (<i>Please provide details such as similar equipment, requirements, conditions, etc.</i>)
CLIENT INFORMATION (Client to complete Blocks 5-8)
5. Client Information
Name:
Title:
Phone Number:
Email Address:
6. Describe the client's role in the project:
7. Date Questionnaire was completed (mm/dd/yy):
8. Client's Signature:

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
(N) Not	No information or did not apply to you	Rating will be neither positive nor
Applicable	contract	negative

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

E	EXCELLENT
VG	VERY GOOD
s	SATISFACTORY
М	.MARGINAL
U	UNSATISFACTORY
N	NEUTRAL

1. QUALITY:						
a) Quality of technical data/report preparation efforts	Е	VG	S	М	U	N
b) Ability to meet quality standards specified for technical performance	Е	VG	S	М	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	Е	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	М	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						

a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	Е	VG	S	М	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end-users satisfied with the project?	Е	VG	S	М	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	М	U	N
d) Overall customer satisfaction	Е	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	М	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	М	U	N
c) Government Property Control	E	VG	S	М	U	N
d) Knowledge/expertise demonstrated by contractor personnel	Е	VG	S	М	U	N
e) Utilization of Small Business concerns	E	VG	S	М	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	М	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution, and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including the ability to effectively lead, manage and control the program)	Е	VG	S	М	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	Е	VG	S	М	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	М	U	N
c) If this is/was a government cost-type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with	E	VG	S	M	U	N

established budgets and avoidance of significant and/or unexplained variances (underruns or overruns)						
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in the Remarks section.		Yes	3		No	
e) If this is/was a government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in the comment section below.</i>						
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>		Yes No				
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	Е	VG	S	М	U	N
b) The contractor complied with all security requirements for the project and personnel security requirements.	Е	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM, or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (explain if specific issues)	Е	VG	S	М	U	N
c) Would you hire or work with this firm again? (If no, please explain below)		Ye	S		No	
d) In summary, provide an overall rating for the work performed by this contractor.	Е	VG	S	М	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary).

Section 00 72 00 - Contract Clauses

AMENDMENT 0001

CLAUSES AND/OR PROVISIONS INCORPORATED BY REFERENCE

52.232-18	Availability of Funds	APR 1984
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022

<AM#0001>CLASUES CLAUSES /AM#0001> AND/OR PROVISIONS INCORPORATED BY FULL TEXT

<AM#0001> 52.211-15 Defense Priority and Allocation Requirement (Apr 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). </AM#0001>

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 2022)

- (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:

Goals for Minority Participation for Each	Goals for Female Participation for Each
Trade	Trade
5.6%	6.9%

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 Order11246, 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 Order11246, 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 Fort Smith, Sebastian County, Arkansas.

(End of provision)

52.225-11 BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (Nov 2023)

(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 product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in <u>46 U.S.C.40102(4)</u>, 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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, 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, North Macedonia, 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, 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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
- (i) An unmanufactured construction material mined or produced in the United States; or
 - (ii) A construction material manufactured in the United States, if—
- (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.
 - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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.

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

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

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

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 <u>41 U.S.C.chapter 83</u>, Buy American, by providing a preference for domestic construction material. In accordance with <u>41 U.S.C.1907</u>, the domestic content test of the Buy American statute is waived for construction material that is a COTS item,

except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (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 product 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.
- (A) For domestic construction material that is not a critical item or does not contain critical components.
- (1) 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 20 percent;
- (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.
- (3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.
- (B) For domestic construction material that is a critical item or contains critical components.
- (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

- (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.
- (3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.
- (ii) The application of the restriction of the Buy American Act 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:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description

Item1

Foreign construction material

Domestic construction material

Item1

Foreign construction material

Domestic construction material

Domestic construction material

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

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

[Include other applicable supporting information.]

(End of clause)

52.236-1 Performance of Work by the Contractor

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)

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 contract specifications and drawings.

EXPLOSIVES FACILITY LICENSE 1 BASE 3. LICENSE NO. 2. ORGANIZATION (Include initials of Parent Command in parenthesis, if in Tenant) Luke AFB, AZ 425th Fighter Squadron 23-10 4. FACILITY IDENTIFICATION Buildina 416 5. PRIMARY USE 6. WRITTEN OI'S APPLICABLE Maintenance Facility 56 OG OI 91-201 7. ROOM NO. 8. ROOM USE 9. CONSTRUCTION 4 Cinder Block w/ Steel Roof Life Support General Inspections Room II. EXPLOSIVES LIMITS REQUESTED (If more space is needed, use second page) CLASS/ COMPATIBILITY NOMENCLATURE QNTY **EXPLOSIVE** DIVISION GROUP(S) WEIGHT SYMBOL D F В 52 N/A 4DE 1.4 G SIGNAL, SMOKE AND ILLUMINATION, MARINE MK-13 MOD 0 NSN: 1370-00-309-5028 N/A 1.4 G 52 4DE SIGNAL, SMOKE AND ILLUMINATION, MARINE MK-124 MOD 0 NSN: 1370-01-030-8330 S 1.4 26 N/A 4 CUTTER, LOCKING CORD, SURVIVAL KIT NSN: 1377-01-333-9143 S N/A 52 4 14 CUTTER, REEFING LINE ASSEMBLY, ACES-II NSN: 1377-01-332-2379 S 52 N/A 4 1.4 PARACHUTE RELEASE AF, CANOPY, PCU-63(V)/P, UWARS NSN 1377-01-394-1271 52 N/A 4 1.4 PARACHUTE RELEASE NAVY, CANOPY, PCU-63(V)/P, UWARS NSN 1377-01-394-1272 S 52 N/A 1.4 4 INFLATION DEVICE. AUTO FLU-9 B/P NSN 1377-01-454-9864 52 N/A 1.4 INFLATION DEVICE, FLU-9 A/P NSN 1377-01-326-1466 4 III. CERTIFICATION I CERTIFY the above described facility is required in support of the mission of the above organization. TYPED NAME, GRADE AND TITLE OF CERTIFYING OFFICIAL SIGNATURE HILBY.ROBERT.ALLAN.12 Digitally signed by DATE 19 Oct 22 HILBY.ROBERT.ALLAN.1257000911 Date: 2023.10.19 10:34:55 -07'00' Robert A. Hilby, Lt Col, USAF Commander 57000911 IV. ACTION OF RESPONSIBLE OFFICIAL DATE TYPED NAME, GRADE AND TITLE OF APPROVING OFFICIAL SIGNATURE TODD.THOMAS.A.1097262 Digitally signed by TODD.THOMAS.A.1097262159 27 Oct 22 TODD, THOMAS A GS-12 USAF AETC 56 FW/SEW Date: 2023.10.27 13:27:08 -07'00' REMARKS 1. Two each 2A:10BC fire extinguishers will be immediately available for fire protection. 2. An "*" next to a stock number indicates authorized "SUITABLE SUBSTITUTE ISSUED" IAW DESR 6055.09 AFMAN 91-201 V6.E3.6.1.4.6.2. 3. Do not exceed the personnel limits of 1 SUPERVISORS, 2 WORKERS, and 2 CASUALS. during explosive operations. 4. THIS LICENSE SUPERSEDES ALL PREVIOUS ISSUED FOR THIS LOCATION. V. COORDINATION TYPED NAME/ORG TYPED NAME/ORG TYPED NAME/ORG TYPED NAME/ORG TYPED NAME/ORG 56 EMS/MASO 56 SFS/S5S Annual Review Annual Review 56 CES/CEFP SIGNATURE SIGNATURE **SIGNATURE SIGNATURE** SIGNATURE WALKER.DAVID.JO | Digitally signed by | WALKER.DAVID.JOHN.JR.12 | HN.JR.1275165839 | Date: 2023.10.24 09:15:14-07 TELLO.ROBERT. Digitally signed by TELLO.ROBERT.TC.1012133860 Date: 2023.10.24 10:48:28 -07:00 VILLALOBOS.MELISSA. Digitally signed by VILLALOBOS.MELISSA.LYNN.1274 LYNN.1274315063 63 Date: 2023 10 27 12 43 58 .07007

EXPLOSIVES FACILITY LICENSE								
CLASS/	II. EXPLOSIVES LIMITS REQUESTED CLASS/ COMPATIBILITY NOMENCLATURE QNTY EXPLOSIVE FIRE							
DIVISION A	GROUP(S) B	W9126G24R10BP-0001	D	WEIGHT E	SYMBOL F			
1.4	S	INFLATION DEVICE, FLU-9P NSN 1377-01-386-7676	52	N/A	4			
1.4	S	INFLATION DEVICE, FLU-9A/P NSN 1377-01-590-0158	52	N/A	4			
1.4	G	Signal Distress, Para Red, MK8A NSN: 1370-99-962-9136	8	N/A	4DE			
1.3	G	Signal, Distress, Day/Night, A/P25S-5A NSN 1370-99-551-6344, 1370-00-490-7362*	16	1.2992	3DE			
		LAST ENTRY						
AE IMT 2047 200	•	DDEVIOUS EDITION IS OBSOLETE		•				

Instructions for Completing AF Form 2047

W9126G24R10BP-0001

- Item 1. Name of base.
- Item 2. Name of the organization requesting the license.
- Item 3. License number. The installation Weapons Safety Manager (WSM) assigns a number that consists of the last two digits of the calendar year and a serial number, assigned in numerical sequence (e.g., the first license issued in 2015 would be numbered 15-1; the second would be 15-2).

Section I:

- Item 4. The building number where the licensed location is. For an unnumbered facility, insert narrative description such as outdoor storage (in-transit).
- Item 5. Description of the primary use of the facility (e.g., alert hangar, small arms range, egress shop, security and administrative building, rod and gun club, life support shop, etc.).
- Item 6. The identifying number of applicable written operating instructions.
- Item 7. If applicable, enter room number of the facility where explosives will be stored.
- Item 8. If applicable, describe the room's purpose.
- Item 9. Briefly describe the facility's construction (e.g., concrete-masonry, wood frame).

Section II. Enter the following information for each AE item (Section II can be continued on the back side of the form if more room is needed):

Column A. HD.

Column B. CG.

Column C. List stocklist nomenclature and national stock number (NSN), or federal supply class and Department of Defense Identification Code (DODIC). When actual NSN or DODIC is unknown (e.g., temporary Traffic Management Office or aerial port shipment storage), authorized licensed storage will be based on listed NEW limits, HD and compatibility IAW DESR 6055.09_AFMAN 91-201 Explosives Safety Standard.

Column D. Enter number of items authorized (both serviceable and unserviceable).

Column E. Enter total NEWQD based on number of items authorized. This column does not apply to HD 1.4 items.

Column F. Enter appropriate firefighting and chemical symbols.

Section III. The Commander of the organization or the functional manager requesting the license will be the certifying official.

Section IV. The individual who is assigned installation weapons safety responsibilities signs as the responsible official after:

- Validating the quantity of AE to be kept.
- Ensuring only the smallest quantity of AE needed to support mission requirements is authorized.
- Physically inspecting the facility to ensure firefighting symbols are available for posting IAW DESR 6055.09 AFMAN 91-201 Explosives Safety Standard.
- Ensuring copies of applicable TO or other procedures are available at the facility.
- Obtaining the coordination required in Section V.
- Ensuring the installation Fire Protection Agency has completed the remarks section per DESR 6055.09_AFMAN 91-201 Explosives Safety Standard.

Remarks.

The installation Fire Protection Agency will enter the specific type, quantity, and physical placement of fire extinguishers for the location, as well as any additional fire prevention practices.

If applicable, enter conditions of approval, expiration date (if other than indefinite), reasons pertaining to disapproval, comments of requesting organization, and TO or other procedural references.

Instructions for Completing AF Form 2047, Continued W9126G24R10BP-0001 **Section V.** Enter office symbols, dates, and names of coordinators. Coordinate through responsible Munitions Accountable System Officer, the local Security Forces Resource Protection office, and the installation Fire Protection Agency prior to being approved by the installation weapons safety (SEW) office. Prior to coordination, the Security Forces Resource Protection office must physically inspect the facility to ensure the requirements of DESR 6055.09 AFMAN 91-201 Explosives Safety Standard have been met. For licenses involving privately-owned ammunition outside the US and Guam, obtain the installation's judge advocate coordination to ensure no host-nation laws are being violated.