

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. FA4690-16-R-0009	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11-Aug-2016	PAGE OF PAGES 1 OF 31
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY 28TH CONTRACTING SQUADRON TANNER.MEYER@US.AF.MIL 1000 ELLSWORTH STREET, SUITE 1200 ELLSWORTH AFB SD 57706 TEL: _____ FAX: _____	CODE FA4690	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: _____ FAX: _____
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9. FOR INFORMATION CALL:	A. NAME TANNER J. MEYER	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 605-385-4326
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Statement of Work, dated 5 April 2016
Project Magnituded IAW FAR 36.204 - Less than \$25,000.00

11. The Contractor shall begin performance w ithin 5 calendar days and complete it w ithin 30 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____ .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 12:00 AM (hour) local time 24 Aug 2016 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

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

15. TELEPHONE NO. *(Include area code)*

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

See Item 14

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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

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

30B. SIGNATURE

30C. DATE

TEL: EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cathodic Protection Bldg 7266 FFP MAINTAIN CATHODIC PROTECTION WATER STORAGE BLDG 7266. Contractor to provide personnel, labor, tools, materials, and equipment necessary to perform in accordance with the attached statement of work. FOB: Destination SIGNAL CODE: A	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Cathodic Protection Bldg 88491 FFP MAINTAIN CATHODIC PROTECTION WATER STORAGE BLDG 88491. Contractor to provide personnel, labor, tools, materials, and equipment necessary to perform in accordance with the attached statement of work. FOB: Destination SIGNAL CODE: A	1	Each		

NET AMT

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	28-OCT-2016	1	28 CES CEOS - F1V3M2 28 CES/WAWF 2125 SCOTT DR ELLSWORTH AFB SD 57706-4711 605-385-4616 FOB: Destination	F1V3M2
0002	28-OCT-2016	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1V3M2

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-1 Alt II	Instructions to Offerors--Competitive Acquisition (Jan 2004) -Alternate II	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-34	Project Labor Agreement	MAY 2010
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991

52.236-26	Preconstruction Conference	FEB 1995
52.237-1	Site Visit	APR 1984
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.247-34	F.O.B. Destination	NOV 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 238190- assigned to contract number N/A.

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

(End of clause)

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

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
5%	5%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Ellsworth Air Force Base, Pennington/Meade Counties, South Dakota**

(End of provision)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

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

(ii) The application of the restriction of the Buy American 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 Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

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

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

Include other applicable supporting information.

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.
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(End of clause)

5352.201-9101 OMBUDSMAN (10 AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager,

contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

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

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Air Force Installation Contracting Agency (AFICA)/KG (OL-Global Strike Command)

841 Fairchild Ave
Building 5571, Rm 327
Barksdale AFB, LA 71110
Phone:(318)456-6336
Fax: (318)456-7861

Email: ig.afica_kg.workflow@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of Air Force policy, the following are Class I ODS:

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

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

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:
Substance Application/Use Quantity (lbs)

NA

(e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)

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

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and 1 copy of the contract to obtain a vehicle pass.

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

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

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

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

Section J - List of Documents, Exhibits and Other Attachments

CONTRACT INFORMATION

CONTRACT REQUIREMENTS

Jul 15

1. INSURANCE-WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.306)

Reference FAR clause entitled "Insurance . . ." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

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

2. CONTRACTORS GUIDE FOR FLIGHTLINE OPERATIONS

a. The Prime Contractor shall keep the Airfield Manager, extension 385-1052 or 385-2861, informed of intended work schedule (daily arrival and departure times), performance strategies, milestones, and status. The contractor will be required to attend the Airfield Construction meeting, normally held each Thursday, at 1:00 p.m., in the Civil Engineer Conference Room located at 2116 Scott Drive

b. The Airfield Manager will be the contractor's point-of-contact on airfield related issues. Airfield Management Operations will assist with relaying radio instructions or directions.

c. When performing work on the runway or within 100 feet of the runway edge it is mandatory to obtain permission from the control tower. The contractor will stop at the runway hold markings and request permission onto the runway. A flightline driving trained government representative shall escort and maintain contact with the control tower when contractors are working within 100 feet of the runway. The contractor will coordinate 24 hours in advance before working within 100 feet of the runway.

d. The control tower will require the contractor to evacuate all men and equipment from the runway, or within 100 feet of the runway edge, for arriving and departing aircraft traffic, and on all in-flight emergencies.

e. Contractor shall remain outside the 100-foot distance requirement until authorized to return to their work areas (on or next to the runway) by the control tower. This ensures that workers are in a safe environment free from any potential aircraft mishap.

f. It is the contractor's responsibility to ensure that the radio is operational and that the battery is properly charged.

g. Failure to comply with radio instructions and direction from the control tower can result in the contractor being escorted off the airfield and work suspended until a meeting is established with the contracting office, airfield management, safety, and the contractor.

h. When performing work on or near the runway edge it is imperative that the runway surface remains free from any foreign object damage (FOD), e.g., small pebbles, rocks, and debris, which includes; mud, dirt, metal (pop cans), plastic or paper products. FOD ingested into an aircraft engine can result in an aircraft crash or engine malfunction.

i. The Airfield Manager will establish the contractor's traffic route to the work site and any required vehicular or excavation staging areas. These routes will be the most direct method possible in order to reduce potential FOD created on taxiways or aprons and to de-conflict aircraft operations with heavy equipment operators. Random travel is not authorized.

j. The contractor is responsible for ensuring drivers and all subcontractor drivers fully understand and comply with the rules outlined in the flightline driver's regulation. An airfield management representative will ensure all drivers are licensed to drive on the flightline and that all drivers are thoroughly aware of the flightline rules: (Note: Depending on the location of the construction site, drivers may be required to successfully complete a flightline driving examination prior to commencement of work.)

(1) Maximum speed limit on the entire flightline is 15 mph.

(2) Private owned vehicles must have company logo (magnetic signs/logos are not authorized on the flightline) and a POV pass (issued by an Airfield Management representative).

(3) Contractors must have assigned escorts when working in a Restricted Area. Airfield Management will not provide escorts.

(4) Drivers will physically inspect and remove FOD from tires, bumpers, and undercarriage of any vehicle that enters the flightline at an Entry Control Point (ECP) or moves from an unimproved surface to a hardened surface anywhere on the airfield. Criteria will be provided in the POV/Contractor Vehicle Inspection Guide (which will be provided to the prime contractor during initial FOD training). The number to the FOD office is 385-2726.

(5) Contractors are responsible for cleaning any FOD created on the airfield from either the products hauled or from debris falling off of the vehicle. Airfield Management may require a dedicated cleaning crew at critical aircraft crossing points.

(6) Aircraft have right-of-way at all times. Vehicles will be moved to the taxiway edge or onto an aircraft-parking apron (whichever provides the most clearance) to ensure at least a 25-foot clearance distance from an aircraft's wingtip.

(7) Vehicles will not pass in front of or pass a taxiing aircraft. Drivers will remain at a complete stop until the aircraft has passed. Turn off headlights until the aircraft is passed.

(8) Before traveling behind a taxiing aircraft, drivers will ensure that there is at least 500-foot clearance.

(9) Drivers will not drive closer than 25 feet of a parked aircraft.

(10) Drivers will yield to all emergency vehicles. Depending on the type of emergency, personnel may be required to evacuate the work site. Contractors will adhere to the directions given by the Fire Chief or Security Forces.

(11) Contractors shall not interfere with aircraft operations or the flying mission.

k. Airfield Management Representative can suspend the contractor's operation and evacuate all personnel from the airfield for failure to comply with the flightline driving regulation, or for performing work in an unsafe manner.

1. 28 CONS/LGCB will submit a letter to Airfield Management and the FOD Office identifying contractor business name, contract number, project title, performance period, work location, number of vehicles, and license number of each vehicle the contractor will utilize in the performance of work (to include all subcontractors and their vehicles). Prior to the issuance of a flightline pass by Airfield Operations, vehicles shall be inspected by the FOD office.

3. PRECONSTRUCTION CONFERENCE SCHEDULE

Any contractor awarded a contract resulting from this solicitation shall be required to attend a pre-construction conference to be held in the Contracting Squadron, Ellsworth AFB SD, at a date and time designated by the Contracting Officer.

4. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The submittals contemplated by the clause entitled "Material and Workmanship" shall be accomplished on and in accordance with instructions pertaining to Form 3000 (or a similar contractor generated form containing the same information as the Form 3000), Material Approval Submittal.

5. MATERIAL PAYMENTS

a. Payment for materials stored off site will not be subject to reimbursement.

b. Payment for major, high value materials stored off-site may be considered if sound procedures (such as a bonded warehouse) are established for their accountability and control, subject to the same procedures outlined in "(5)" below.

c. Payment for major high value materials stored on Ellsworth AFB, SD, may be made subject to the following:

(1) Materials to be requested for payment in advance of installation must be shown as a percentage of the work and included on Form 3064, Contract Progress Schedule (or a similar contractor generated form containing the same information as the Form 3064), submitted for approval. In order to properly evaluate this item, a complete breakdown by quantity, item description, and cost for each major, high value item must be furnished with the proposed progress schedule. Once the progress schedule is approved, no changes will be allowed to include additional material for payment.

(2) A joint inventory and inspection of such items approved for payment on the progress schedule must be made by the contractor and the technical representative of the Contracting Officer to ensure that the quantities are valid, the items are as described, and sufficient security measures have been taken to prevent damage or theft.

(3) Although material paid becomes the property of the Government, the contractor remains responsible for all materials delivered and work performed until completion and acceptance of the construction work. The contractor is responsible for safeguarding materials until final inspection and inspection rests.

(4) The contractor must prove he has title to the materials (i.e., paid invoices) and will use them to perform the contract.

(5) When requesting payment for approved materials, the contractor must provide a certificate, substantially as shown below, in addition to submitting paid invoices:

(Contractor's Name) transfers and assigns to Ellsworth AFB all its rights, titles, and interest of every kind and character in and to all of the goods described in the attached List of Materials. Those who have furnished materials or supplied such goods to us have executed a waiver of claim and lien, a copy of which is attached.

(Contractor's Name) acknowledges that, despite transfer of title, until such goods have been delivered to the job site, incorporated into the work, inspected, and accepted, (Contractor's Name) shall remain responsible for:

- (a) Cost and expenses of storage, as applicable
- (b) Insurance premiums
- (c) Deterioration of such goods
- (d) Such portion of goods not in accordance with the contract requirements

(Contractor's Name) hereby acknowledges that it has no interest in such goods by virtue of retained possession, and states that it keeps such goods for Ellsworth AFB, SD, and disclaims any claims against such goods for storage cost, for unpaid contract retainage, or for any other reason.

6. POLLUTION PREVENTION (P2)

a. In accordance with Air Force Pollution Prevention Strategy, Ellsworth AFB intends to effectively promote pollution prevention by minimizing or eliminating the use of hazardous materials and the release of pollution into the environment. As part of this initiative, contractors shall comply with all federal, state, and local environmental laws, regulations, and guidelines. In addition, the following special requirements shall apply:

b. Contractors are encouraged to participate in the following voluntary programs:

- (1) Affirmative Procurement - Purchasing of supplies and services using recycled products (buying green products).
- (2) Recycling of waste products to the maximum extent possible.
- (3) Energy Conservation.

7. ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (As prescribed by AFFARS 5323.890-7 and IAW AFFARS 5352.223-9000)

a. It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(1) Unless a specific waiver has been approved, Air Force procurements:

May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

(2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS.

b. For the purposes of Air Force policy, the following are Class I ODS:

- (1) Halons: 1011, 1202, 1211, 1301, and 2402.
- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503.
- (3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

c. The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

Substance Application/Use Quantity (lbs)

[List each Class I ODS, its applications or use and the approved quantities. If "None," so state.]

d. To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

8. ENVIRONMENTAL COMPLIANCE (IAW FAR 23.302)

a. HAZARDOUS MATERIAL IDENTIFICATION. The latest version of the Federal Standard No. 313 (Material Safety Data Sheet, Preparation and Submission of) includes criteria for identification of hazardous materials. Hazardous material data (Material Safety Data Sheets (MSDS)) are required:

(1) As specified in the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract);

(2) For any other material designated by a Government technical representative as potentially hazardous and requiring safety controls.

(3) MSDSs must be submitted by the apparent successful offeror prior to contract award, unless the offeror certifies that the supplies are not hazardous. Failure to provide MSDSs or certificate when requested could result in the offeror being considered non-responsive.

b. HAZMART. The Government (HAZMART personnel) will inventory all chemicals that the contractor brings on to Ellsworth AFB or any property under the control of Ellsworth AFB. Any products that meet the criteria for "Hazardous Waste" must be bar coded and tracked until permanently removed from Government property. The inventory will be performed prior to commencement of work. Criteria for identifying hazardous waste, is contained in Subpart C of 40 CFR, Part 261.

c. SPILL RESPONSE. The contractor will be briefed on Ellsworth AFB spill response procedures at the pre-construction conference. The contractor is responsible to report and promptly cleanup all spills in a manner consistent with current environmental regulations. In the event that it is necessary to utilize Government material, equipment or personnel to clean up a contractor caused spill, the contractor shall be required to reimburse the Government for all associated costs.

d. HAZARDOUS MATERIAL / WASTE MANAGEMENT.

The contractor will be briefed on Ellsworth AFB's Hazardous Material / Waste Management Plan at the pre-construction conference.

9. HAZARDOUS MATERIAL HANDLING

a. The contractor shall have approval from the Base Bio-Environmental (28 MDG/SGOBE) and HAZMART sections prior to purchasing, handling, using, and storing any chemicals, solvents, lubricants, and other products that require Material Safety Data Sheets (MSDS). The contractor shall identify these materials and products on Air Force Form (AF Fm) 3952 - Chemical/Hazardous Material Authorization Request, Process Identification Form, and Shop Disposal Form. The contractor shall provide one copy of the Material Safety Data Sheet (MSDS) for each item to BEE and HAZMART sections for review prior to any chemicals being brought onto Ellsworth AFB (EAFB). The contractor shall maintain one copy of the Material Safety Data Sheets (MSDS) for each hazardous material line item used within the work center.

b. The contractor shall use environmentally safe products when available. The contractor shall submit justification for the use of any Class I Ozone Depleting Substances (ODS). The

justification shall include at a minimum: (1) the name of the ODS; (2) the ODS quantity to be used; (3) the frequency of ODS usage; (4) the purpose for using the ODS; and (5) reasons why the ODS cannot be substituted. The contractor shall request waivers for usage of any ODS, and receive approval from the contracting officer in writing prior to using any ODS.

c. The contractor shall ensure all employees complete the local Air Force Hazardous Communication, HAZMART, and Hazardous Waste training. The government will provide training for the local Air Force programs that were mentioned above at no cost to the contractor. Unless otherwise stated in the specifications, the contractor shall provide all other employee training as required in the performance of this contract at no cost to the government. The contractor shall appoint a primary and alternate HAZMART and Hazardous Waste monitor. Monitors shall track hazardous material usage and report consumption data weekly to HAZMART. Monitors are responsible for training all personnel within work center regarding HAZMART procedures. The contractor shall ensure HAZMART Tracking Labels are placed on each hazardous material container maintained within work center and complete Hazardous Material Inventory Sheet immediately upon receipt of new chemicals, products, or materials. The contractor shall submit inventory sheets to HAZMART as required.

d. The contractor shall immediately remove and properly dispose of (in coordination with the contracting officer) any item considered excess by any of the following designated government officials: (in order of precedence) the 28th CES/CC (BCE), the Chief of the 28 CES/CEV Flight, the 28 CES Hazardous Waste Manager, the 28th Supply HAZMART Manager, and the Base Bio-Environmental Engineer.

e. Limit radioactive material (RM) use consistent with AF needs. No items shall remain for AF disposal. Plated or encapsulated sources must meet ANSI or ASTM standards. All of the following should be provided to the base Radiation Safety Officer (RSO) at the Bioenvironmental Engineering Flight, 28 MDOS/SGOBE, 30 calendar days prior to use of RM on base:

- (1) A copy of the NRC license or the agreement state license and NRC Form 241.
[Reiterated in the EAFB Supplement to AFI 48-101, para A11.3.6.4]
- (2) Brief description of proposed activities.
- (3) Name, local address, and telephone number for responsible local representative and for the contractors RSO.
- (4) Inclusive dates of RM use on base.
- (5) Acknowledgment that the installation RSO can make periodic or unannounced checks to ensure contract personnel follow safety requirements to prevent exposures to AF personnel and avoid contamination. In addition, the installation RSO can suspend contractor operations believed to be unsafe.

10. TAXES

It is the responsibility of contractors, particularly out of state contractors, to investigate the South Dakota state sales, use, and excise taxes. It is highly recommended that you contact the South Dakota Department of Revenue, Rapid City Regional Office, 4447 S. Canyon Rd., Suite 6, Rapid City SD 57702-1889. Telephone: 605-394-2332 for information. As a reminder, the contract price includes all applicable federal, state, and local taxes and duties as stated in Contract Clause titled Federal, State, and local Taxes.

11. UTILITIES

The following utilities will be furnished at the job site at no cost to the contractor (Check all that apply):

X	Electricity
X	Water
	Natural Gas

12. BASE CIVIL ENGINEER WORK CLEARANCE REQUEST (AF FORM 103),
 “DIGGING PERMIT.” (If Applicable)

1. Digging Permits: The contractor will be responsible for coordinating a government supplied, Base Civil Engineer Work Clearance Request (AF Form 103) prior to performing digging of any type. The contractor shall process the digging permit by coordinating with and obtaining signatures from responsible representatives of the organizations listed on the AF Form 103 prior to obtaining final approval from the Air Force Base Civil Engineer or his approved representative. The area requested for clearance for each individual permit shall be limited to a maximum of two (2) weeks production for an individual permit. The contractor will be given assistance, by the government, in the execution of the initial two (2) Work Clearance Requests. Thereafter, government assistance will be limited to an as-needed basis in the event of unusual circumstances. It will be the contractor’s responsibility to coordinate the completion of the necessary AF Form 103 and arrange to have existing utilities located as indicated on the completed form, prior to the beginning of digging operations in the individual areas. This coordination is anticipated to take approximately three (3) working days to complete per request, and may require coordination with as many as twenty (20) individuals located on or near the base. A blank copy of the AF Form 103 is available from <http://www.e-publishing.af.mil/forms/formlist.asp?puborg=AF&series=0100-0199> . Any unusual delay in obtaining approval from any particular organization will be reported immediately to the Chief of Construction Management.

a. Utility Staking Requirements: The contractor shall layout and mark his intended utility routing before calling for field coordination by utility personnel. This shall be done a minimum of five (5) working days in advance of when digging is expected to begin. Once all responsible utility representatives have field located crossover and/or interference points between the new utility route and existing utilities, they will sign off on the digging permit to signify completion of the field coordination of the digging permit. The permit must then be presented to Civil Engineering Construction Management for final coordination before digging in the area represented by the digging permit may begin. Any utility service markers or markings established by the utility representatives must be maintained by the contractor through the completion of the digging operations.

b. Digging Operations: Digging near established interference or crossover points shall be done by hand, five (5) feet either side of the point along the intended route, in order to prevent disturbing the existing utility. If the existing utility is uncovered in the new excavation, it shall be protected from damage and movement while in the open excavation and during backfill. The contractor shall be responsible for the repairs and associated costs for repairs of any utility damaged by construction, whose location was made known to the contractor.

2. UTILITY OUTAGES: The contractor shall be responsible for coordination of all utility outages at individual facilities. This will include execution of a government-furnished utility outage form which must be reviewed and signed by representatives of all appropriate base organizations prior to approval by the Contracting Officer for the outage. The contractor will be provided a list of building managers and other appropriate points of contact and will be given

assistance by the Government, in the execution of the initial two (2) outage forms. Thereafter, government assistance in the execution of the outage clearances will be limited to an "as needed" basis, in the event of unusual circumstances. It shall be the contractor's responsibility to initiate and coordinate utility outage forms. Coordination of the outage form must be completed a minimum of fourteen (14) calendar days, prior the requested outage date, and require coordination with as many as twenty (20) individuals located on or near the base. A blank copy of the utility outage form is available from Civil Engineering. Any unusual delay in obtaining clearance from any particular organization will be reported immediately to the Contracting Officer's representative for assistance.

Water service interruptions to the users shall be limited to one day between the hours of 8:30 a.m. and 4:30 p.m. unless otherwise approved by the Contracting Officer.

3. **WELDING PERMIT.** Contractor must obtain a welding permit from base Fire Department Technical Services prior to any work utilizing an open flame.

13. SECURITY REQUIREMENTS FOR UNCLASSIFIED CONTRACTS

a. **Listing Of Employees.** The contractor shall maintain a current listing of employees. The list shall include the employee's name, social security number and type of investigation if contract work involves unescorted entry to Air Force restricted areas or other sensitive areas designated by the installation commander. The list shall be provided to the Program Manager and sponsoring agencies Security Manager. An updated listing shall be provided when an employee's status or information changes.

b.. **Security Training.** The contractor ensures all contractor employees receive initial and recurring security education training from the sponsoring agencies security manager. Training must be conducted IAW DOD 5200.1-R, Information Security Program Regulation, and AFI 31-401, "Information Security Program Management". Contractor personnel who work in Air Force controlled/restricted areas must be trained IAW AFI 31- 101, The Air Force Installation Security Program.

c. **Pass And Identification Items.** The contractor shall ensure the pass and identification items required for contract performance are obtained for employees and non-government owned vehicles.

d. **Retrieving Identification Media.** The contractor shall retrieve all identification media, including vehicle passes from employees who depart for any reason before the contract expires; e.g. terminated for cause, retirement, etc.

e. **Traffic Laws.** The contractor and its employees shall comply with base traffic regulations.

f. **Weapons, Firearms, and Ammunition.** Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their contractor-owned vehicle or privately-owned vehicle while on Ellsworth AFB, SD.

g. **For Official Use Only (FOUO).** The contractor shall comply with DoD 5400.7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program, requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

h. **Reporting Requirements.** Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of DOD personnel, contractor personnel, resources, and classified or unclassified defense information. Contractor employees shall be briefed by their immediate supervisor upon initial on-base assignment.

i. Physical Security. The contractor shall be responsible for safeguarding all government property and controlled forms provided for contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured.

j. Controlled/Restricted Areas. (IF APPLICABLE) The contractor shall implement local base procedures for entry to Air Force controlled/restricted areas where contractor personnel will work. An AF Form 2586, Unescorted Entry Authorization Certificate, must be completed and signed by the sponsoring agencies Security Manager before a Restricted Area Badge will be issued. Contractor employees must have a completed National Agency Check (NAC), investigation before receiving a Restricted Area Badge. Interim access can be granted IAW AFI 31-501, Personnel Security Program Management.

k. Key Control. (IF APPLICABLE) The contractor shall establish and implement methods of making sure all keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government.

(1) The contractor shall immediately report to the Quality Assurance Evaluator (QAE) or Program Manager any occurrences of lost or duplicated keys.

(2) In the event keys, other than master keys, are lost or duplicated, the contractor may be required, upon written direction of the contracting officer, to re-key or replace the affected lock or locks without cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the government and the total cost deducted from the monthly payment due the contractor.

(3) The contractor shall prohibit the use of keys, issued by the government, by any persons other than the contractor's employees and the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of contract work requirements in those areas.

14. ENVIRONMENTAL AND OCCUPATIONAL HEALTH MANAGEMENT SYSTEM (EOHMS) TRAINING REQUIREMENT (In accordance with Executive Order [EO] 13148, Greening the Government through Leadership in Environmental Management).

Ellsworth AFB has an Environmental and Occupational Health Management System (EOHMS) in place. The purpose of this EOHMS is to reduce impacts of base activities on the environment and occupational health. As part of the overall base EOHMS, specific EOHMS plans have been developed to address the activities conducted by contractors on Ellsworth. To obtain a copy of this mandatory training, contact the EOHMS Program Manager at extension 605-385-6625. Each contractor shall comply with the EOHMS plan and review the training and the specific EOHMS plan with all employees. Once training has been completed, the contractor shall submit a listing of employees on company letterhead with their full name, job title/specialty, and date training was received to the EOHMS Program Office at:

EOHMS Program Manager
28 CES/CEVC
2103 Scott Drive
Ellsworth AFB SD 57701

This training is only required one-time for each employee. New employees shall be trained within 30 days of starting work. For questions on EOHMS, contact the Base EOHMS Program Manager at 605-385-6625

15. CONSTRUCTION SPECIFICATION FOR GREEN PROCUREMENT

In order to comply with the affirmative procurement requirements of Section 6007 of the Resource Conservation and Recovery Act (RCRA) and Executive Orders 13101 and 13148 (Green Procurement Program (GPP)), the Contractor shall use recycled and recovered materials and products identified in the USEPA's Comprehensive Procurement Guidelines (CPG).

a. The latest CPG product list, and the specific recycled-content requirements for each product, can be found on the USEPA's website (www.epa.gov/cpg).

b. The Contractor shall provide EPA-designated products containing recovered material unless the item cannot be acquired:

- (1) Competitively within a reasonable time frame.
- (2) Meeting the appropriate performance standards.
- (3) At a reasonable price.

c. Items identified in the USEPA's CPG shall be viewed as the minimum that can be considered when evaluating recycled/reused materials. Other materials and products not listed, but commonly used in industry outside of the government, shall also be considered.

d. Material and product submittals for all recycled-content items shall list the recycled and recovered materials used and the percentage content listed.

16. Contractor will fill out the Ellsworth AFB Recovered Materials Determination Form for each delivery ordered and return a completed copy of Page 2 (Top to Middle portion of Page 2 only) if the EPA-designated guideline item(s) included in the specifications only if compliance with the EPA standard is not attainable.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	SOW	2	05-APR-2016
Attachment 2	AWWA D104 Testing Requirement	1	21-JUL-2016
Attachment 3	Wage Determination	6	26-JUL-2016

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.219-1	Small Business Program Representations	OCT 2014
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.236-28	Preparation of Proposals--Construction	OCT 1997

Section L - Instructions, Conditions and Notices to Bidders

BID SUBMITTALS

Bids shall be submitted to SrA Tanner Meyer, 28th Contracting Squadron/LGCB at tanner.meyer@us.af.mil.

Section L

L-I INFORMATION TO OFFERORS (ITO)

- (1) Wage Determination SD20150001 applies.
- (2) The magnitude of the proposed construction project is less than \$25,000.00
- (3) The period of performance is 30 calendar days
- (4) A site visit is scheduled for 16 August 2016 at 0930 hours. Contact SrA Tanner Meyer at tanner,meyer@us.af.mil or 605-385-1750 for access.
- (5) Any special qualifications or experience requirements that will be considered in determining the responsibility of bidders is listed in the statement of work.

L-II. PROPOSAL PREPARATION INSTRUCTIONS

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

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional data will be requested and certification under [FAR 15.406-2](#) will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit cost data to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

C. Specific Instructions:

1. PART I – PRICE PROPOSAL - *Submit original and one (1) copy*

(a) Complete blocks 14, 15, 16, 17, 19, and 20 of the IFB [SF1442](#). In doing so, the offeror accedes to the contract terms and conditions as written in the IFB Sections A through K. These sections constitute the model contract.

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

(c) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.

Section M - Evaluation Factors for Award

EVALUATION FOR AWARD**SECTION M****M001 Evaluation Factors for Award****a. Basis for Contract Award**

The Government will award one (1) contract as a result of this solicitation to the lowest responsive bidder whose bid conforms to the solicitation requirements.

b. Solicitation Requirements, Terms and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to determine any such exceptions unacceptable.

M002 EVALUATION FACTORS**a. Evaluation Factors and Subfactors**

The following evaluation factors and subfactors will be used to evaluate each proposal. The Government will evaluate proposals for acceptability, but will not rank the proposals by the non-price factors or subfactors.

Factor 1: Price

b. Price Factor

1. The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.
2. The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.
3. The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

4. The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.