SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. F41624-03-R-8034	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED 17 MAR 03	PAGE OF PAGES 1 of 36

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

4. CONTRACT NO.	5. REQUESTION/PURCHASE REQUEST NO. SEE SCHEDULE	6. PROJECT NO.

7. ISSUED BY HSW/PKVH CODE FA8903

AIR FORCE MATERIEL COMMAND
311TH HUMAN SYSTEMS WING/PKVH
8150 AEROMEDICAL ROAD, BLDG 727
BROOKS CITY BASE TX 78235-5123

maria.ng@brooks.af.mil

8. ADDRESS OFFER TO

SEE BLOCK 7

DO: DO-C2 NAIC: 236115

9. FOR INFORMATION CALL: ▶	A. NAME MARIA NG	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 210-536-4502 X

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):*

Replacement of Military Family Housing (single family) and other facility/industrial military construction.

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

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12B.)* ☐ YES ☐ NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

1. IMPORTANT NOTICE FOR PREPARATION OF PROPOSALS.
The entire RFP package should be read by all personnel preparing your proposal. To read only the description/specifications/work statement is not sufficient and may result in your proposal being determined non-responsive. Instructions for preparing your proposal are interspersed throughout the RFP package.

2. Primary effort of this RFP is applicable to NAICS 236115.

3. Offers providing less than **180** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

4. Sealed Offers in original (and copies as specified in Section L) to perform the work required are by **2:00 PM (CST)** on **16 Apr 03**.

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)*

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 requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS ▶

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

19. ACKNOWLEDGEMENT 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
See Section G

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

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

EFT:T

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 slated 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

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
Planning & Programming Services			
0001		1 Lot	_____ _____

Noun: PLANNING & PROGRAMMING SERVICES
ACRN: U
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
FFP - The contractor shall perform Planning & Programming Services in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "**DBP03 Basic Statement of Work**," dated **14 Mar 2003.** Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Rates shown in Attachment 4 shall be used in pricing this CLIN.
SIGNAL CODE A

Planning & Programming Services

0002 1 Lot _____ _____

Noun: CCD/CONSTRUCTABILITY SERVICES/ESTIMATE
ACRN: U
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
FFP - The contractor shall perform constructability services and parametric estimates in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "**DBP03 Basic Statement of Work**," dated **14 Mar 2003.** Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Rates shown in Attachment 4 shall be used in pricing this CLIN.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

Construction Services

0003 0 Lot _____ _____

Noun: CONSTRUCTION SERVICES
ACRN: U
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE
Descriptive Data:
FFP - The contractor shall perform Construction Services in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "**DBP03 Basic Statement of Work**," dated **14 Mar 2003.** Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Rates shown in Attachment 4 shall be used in pricing this CLIN.

Bond Performance & Payment

0004 1 Lot _____ _____

Noun: BOND PERFORMANCE & PAYMENT
ACRN: U
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
COST - Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount

REPORTS AND DATA

0005 1 Lot _____ _____

Noun: REPORTS AND DATA
ACRN: U
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
FFP - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "**DBP03 Basic Statement of Work**," dated **14 Mar 2003.** Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 0001, 0002 or 0003. This CLIN is Not Seperately Priced (NSP).

MATERIALS/EQUIPMENT

0006 1 Lot _____ _____

Noun: MATERIALS/EQUIPMENT
ACRN: U
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
This item was priced under CLIN 0003 (Construction Services). This Line Item will be used in support of FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts (Sep 2002). This CLIN is Not Separately Priced (NSP).

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997) (TAILORED)

Total Program Amount $400,000,000.00 (insert total price)

Applicable to following Line Items: ALL (insert applicable line items)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

TEXT BEFORE SECTION C

The work to be performed will be in accordance with the Statement of Work set forth in Attachment 1 as listed in Section J and as stated in Section B of this contract. Specific work requirements WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS. Work will be performed using Contractor's labor rates. These rates are contained in Attachment 4 hereto.

The specifications for data are identified in Attachment 1 hereto and identified in individual Task Orders.

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			ASREQ
	Noun:	PLANNING & PROGRAMMING SERVICES				
	ACRN:	U				
	Descriptive Data:					
	The period of performance and other pertinent delivery information shall be specified under subsequent task orders issued against this basic contract.					
0002		1	U			ASREQ
	Noun:	CCD/CONSTRUCTABILITY SERVICES/ESTIMATE				
	ACRN:	U				
	Descriptive Data:					
	The period of performance and other pertinent delivery information shall be specified under subsequent task orders issued against this basic contract.					
0004		1	U			ASREQ
	Noun:	BOND PERFORMANCE & PAYMENT				
	ACRN:	U				
0005		1	U			ASREQ
	Noun:	REPORTS AND DATA				
	ACRN:	U				
	Descriptive Data:					
	The period of performance and other pertinent delivery information shall be specified under subsequent task orders issued against this basic contract.					
0006		1	U			ASREQ
	Noun:	MATERIALS/EQUIPMENT				
	ACRN:	U				

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-12 LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000)
Para (a), Amount of liquidated damages. 'TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F002 PERIOD OF PERFORMANCE (FEB 1997)

Period of performance under this contract shall be from 14 Jul 2003 through 13 Jul 2011.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997) (TAILORED)

TO BE PROVIDED ON EACH TASK ORDER ISSUED HEREUNDER

ACCOUNTING AND APPROPRIATION DATA

Payment instructions will be cited on each Task Order. Invoices will be submitted to the address cited on the Order.

ADMINISTRATIVE CONTRACTING OFFICER

Administration of this contract shall rest with the administrative contracting officer whose address shall be clearly stated on each Task Order issued hereunder.

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998) (TAILORED)

In accordance with FAR 52.204-03, Taxpayer Identification Number is _____ (insert TIN) .

PKVH-G001 REMITTANCE ADDRESS (MAR 2003)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

_____

_____

_____

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: F41624-03-R-8034

PKVH-H001 HOURS OF WORK (FEB 2003)

The normal hours of work on military installations (unless otherwise stated in individual Task Order) are from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays. The lunch period for Contractors requiring escorts is from 11:30 a.m. to 12:30 p.m. Access to work sites may be restricted to these hours and days. For work during other than normal hours of work, the Contractor shall submit, in writing, for the Contracting Officer's approval, a notice of any period of scheduled work other than the normal hours of work specified above. This notice shall be sumitted not less than three (3) work days prior to each period of work scheduled at times other than normal hours of work including Federal holidays.

PKVH-H002 REQUIRED INSURANCE (FEB 2003)

The Contractor shall procure and maintain during the entire period of performance of this contract the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by law, except that if this contract is to be performed in a state which does not require or permit private insurance, the compliance with the statutory or administrative requirement in any such state will be satisfactory. The required workman's compensation insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of $100,000.
Comprehensive General	Minimum limits of $500,000 per occurrence Liability for bodily injury.
Comprehensive Automobile	Minimum limits of $200,000 per person, $500,000 per liability occurrence for bodily injury and $20,000 per accident for property damage. This insurance shall extend to cover hired cars and automobile non-ownership liability.

PKVH-H003 TELEPHONE COMSEC NOTICE (FEB 2003)

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

PKVH-H004 DAVIS-BACON REQUIREMENTS (FEB 2003)

The contractor hereby agrees to comply with the Davis-Bacon Act and related clauses when work on a Task Order contains construction efforts costing in excess of $2,000. All applicable clauses are set forth in Section I, Contract Clauses, of this contract and as stipulated in FAR 22.407(a) and (c). The items of construction work will be identified in each task order.

PKVH-H005 WAGE DETERMINATION, (IAW FAR 22.1012-1) (FEB 2003)

Davis-Bacon Act: General Decision Number TO BE PROVIDED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER
(Building Construction Projects), Publication Date TO BE PROVIDED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER

PKVH-H006 RELEASE OF INFORMATION (FEB 2003)

In order to comply with DFARS 252.204-7000, Disclosure of Information, copies of any information to be released must be submitted to the address below for security and policy review and clearance 45 days prior to the scheduled release date:
One (1) copy to:
Office of Public Affairs
AFCEE/PA
3207 Sidney Brooks
Brooks City-Base, TX 78235-5344
One (1) copy to: Contracting Officer (see Task Order, Block 7 for name and address)
Three (3) copies to: Program Manager (see Task Order for name and address)
Three (3) copies to: Base Public Affairs Office at Task Order site

PKVH-H007 ELECTRONIC DISTRIBUTION (MAR 2003)

In accordance with FAR 52.216-18 (Section I, below), authorization for electronic commerce distribution of task orders is herewith provided. Task orders issued hereunder may be issued by facsimile or through electronic distribution.

PKVH-H008 CONTRACTOR GENERATED REFUSE (FEB 2003)

All Contractor generated refuse and waste shall be hauled from the construction site to a disposal area to be selected by the Contractor and shall be located outside the physical boundaries of the installation. This refuse and waste material shall be hauled in trucks with tight fitting covers to prevent spillage on roadways. The construction site shall be kept neat, orderly, and safe for workmen at all times.

The contractor shall take positive action to prevent work-generated refuse from entering the sewer system

PKVH-H009 UTILITY OUTAGES (FEB 2003)

Utility outages will not be permitted on weekends. All utility outages will be coordinated with the using agency through the cognizant Administrative Contracting Officer (ACO). Written notice will be provided by the Contractor to the ACO not less than ten (10) working days prior to the required outage. All work shall be coordinated and arranged to insure that the outage will be of minimum duration. In the event a scheduled outage is cancelled by the Government, notification shall be given to the Contractor at least 24 hours in advance of the time for the outage to start and the Contractor waives his right to any claim for equitable adjustment or increased cost of performance under this contract as a result of this cancellation. Once an outage is arranged and work begun, work must go on until the utility is restored to the affected facility.

PKVH-H010 SAFETY BARRICADES AND WARNING SIGNS (FEB 2003)

Adequate barricades, warning signs and flares shall be furnished, installed, and maintained by the contractor for indoor and outdoor hazards related to the subject construction in accordance with the contract clause 52.236-13 in Section I. Additionally, outdoor barricades shall be AS SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER.

PKVH-H011 RECORD DRAWINGS (FEB 2003)

Record drawings showing existing underground utilities will be provided or made available to the Contractor AS SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER. Any utility-line shown on the record drawings (or made known to the Contractor) and damaged during construction work, will be repaired immediately by the Contractor at no cost to the Government.

PKVH-H012 LEGAL HOLIDAYS (FEB 2003)

Unless otherwise stated in individual task orders, Air Force personnel will observe the following legal holidays at the work site:

New Year's Day	01 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE: Any of the above holidays falling on a Saturday will be observed on the proceeding Friday. Holidays falling on a Sunday will be observed on the following Monday.

PKVH-H013 PHYSICAL DATA/WEATHER CONDITIONS (FEB 2003)

Pursuant to the Section I, contract clause 52.236-4, data and information furnished below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

Weather Conditions: AS SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER.

Source: http://www.usatoday.com/weather

MONTH	AVERAGE PRECIPITATION IN INCHES	MONTH	AVERAGE PRECIPITATION IN INCHES

AS SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER.

(c) Upon receipt by the Contracting Officer of a severe weather warning with anticipated winds of 35 knots or higher in LOCATION WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER, the following sequence of actions will be carried out:

The Contracting Officer will notify the Contractor of the severe weather warning,
The Contracting Officer will instruct the Contractor to secure all his materials or equipment, and
The Contractor will take immediate action to tie down, remove, protect, or secure his materials and equipment to the satisfaction of the Air Force Inspector in order to reasonably assure the Government property will not be damaged.

If the Contractor fails or refuses to secure materials and equipment to the satisfaction of the Air Force Inspector, Air Force personnel will accomplish the work and the cost thereof charged to the Contractor.

The Failure of the Government to notify the Contractor of severe weather shall not give rise to any liability of the Government for damages resulting therefrom. The Contractor will be required to institute a comprehensive Quality Control Program in order to assure the Government that all materials and workmanship are in strict accordance with the provisions of the specifications and drawings. Within 30 days after contract award, the Contractor shall submit his quality Control Program Plan for Government review and approval. No onsite work will be permitted unless the Contractor has an approved plan. Quality Control shall be enforced on every aspect of this project.

PKVH-H014 CLEAN-UP OF BASE ACCESS ROUTES OUTSIDE OF THE CONSTRUCTION LIMITS AND STAGING AREA (FEB 2003)

All mud, dirt, debris, foreign objects, or spills of any kind from the Contractor's operations (including subcontractors and suppliers) on a street or parking lot, used as access to the work site or staging areas, shall be cleaned off the same day the clean-up is required.

PKVH-H015 ISSUE AND CONTROL OF CONTRACTOR IDENTIFICATION CREDENTIALS (FEB 2003)

The Contractor will be responsible for insuring that all base passes from Contractor personnel, subcontractor personnel and supplier personnel are accounted at the end of each task order. Prior to final payment, the Contractor is required to provide a letter from the Base Pass and Identification office that indicates all base passes have been accounted. All lost base passes shall be reported immediately to the Contracting Officer and the Base Pass and Identification Office.

PKVH-H016 UNAVAILABLE TOILET FACILITIES (FEB 2003)

Except as specified in task orders issued hereunder, toilet facilities are not available for use by contractor personnel. The Contractor shall provide portable toilet facilities at no cost to the Government. Chemical toilets must be serviced regularly, and will be subject to Government inspection by Base Medical Officer. All sanitary deficiencies shall be correct within 24 hours of the inspection.

PKVH-H017 CERTAIN STATE/LOCAL TAXES APPLICABLE TO CONTRACTS (FEB 2003)

There are certain State/Local Taxes that may be applicable to Task Orders issued hereunder. The Offeror shall contact the cognizant State or Local taxing office to determine the taxes and the base upon which such taxes must be paid. Such taxes, if any, shall be considered as being included in the Offeror's price as stated in the bid schedule, Section B. These taxes may be applicable to out-of-state firms as well.

PKVH-H018 TRANSPORTATION OF HAZARDOUS WASTES AND CONTAMINATED MATERIALS (FEB 2003)

In the performance of a Task Order, the Contractor may be required to transport hazardous waste and/or contaminated materials to off-site treatment or disposal facilities. When such transportation is stipulated, the contractor shall comply with the following requirements.

(a) The contractor shall ensure that all waste transporters maintain insurance coverage for the transportation of hazardous waste as prescribed by all Federal, State, and/or local regulations and statutes.

(b) The contractor shall ensure that all waste transport contractors provide the Contracting Officer Representative (COR) with a copy of their completed Resource Conservation and Recovery Act (RCRA) Part A waste transporter application and a notarized copy of their Environmental Protection Agency (EPA) waste transport identification number.

(c) The Contractor shall ensure that all waste transport contractors provide the COR with notarized statements describing the status and background of any civil or criminal lawsuits filed against them within the last ten years.

(d) The Contractor shall ensure that only trucks certified by the manufacturer as meeting the Department of Transportation (DOT) 311 and 312 specifications are used to transport bulked liquid waste.

(e) The Contractor shall ensure that all Installation Restoration Program (IRP) waste materials transported to any off-site locations have waste manifests signed by the Government accompanying the shipments.

(f) The Contractor shall ensure that all IRP waste materials transported on public roads have bills of lading accompanying the shipments in addition to waste manifests.

(g) The Contractor shall ensure that all waste transport vehicle operators comply with the minimum health and safety training requirements specified by EPA, DOT and the Occupational Safety and Health Administration (OSHA) for hazardous waste vehicle operators.

(h) The Contractor shall obtain letters of commitment from waste haulers and from treatment, disposal, or recovery facility owners/operators to haul and accept Air Force Waste shipments. The letters shall indicate all agreements and commitments for handling and acceptance of the specified materials as described in each Task Order.

PKVH-H019 REQUIRED DATA FOR SUBMITTALS/SHOP DRAWINGS (FEB 2003)

(a) Material submittals as required by Contract clause "Material and Workmanship", and shop drawings as required by Contract clause "Specifications and Drawings for Construction," are specified in the Technical Specifications.

(b) The Contractor shall submit Shop Drawings and Material Submittals within 30 calendar days after receipt of the Notice-to-Proceed (NTP), or as otherwise established by the Contracting Officer at the Pre-Performance Conference.

(c) All Shop Drawings and Material Submittals shall be prepared and submitted using AF form 3000.

(d) In the event the Contractor cannot meet the established dates for submission of Material Submittals or Shop Drawings, he will advise the Contracting Officer in writing and arrange a mutually acceptable date that will not delay progress of the work

PKVH-H020 TEAMING ARRANGEMENTS (FEB 2003)

a) If this contract was awarded from an offer submitted on the basis of a major teaming arrangement, the Government's consideration of the Contractor for placement of task orders will reflect the teaming arrangement. In the event that the teaming arrangement is dissolved or significantly changed, the Government reserves the right to reconsider the suitability of the changed arrangements for purposes of issuing task orders.

(b) Should it become advantageous to deviate from the initial teaming arrangement, the Contractor should request approval from the Contracting Officer before making such arrangements.

(c) This does not authorize Contractor team arrangements in violation of antitrust statutes or limit the Government's rights to require consent to subcontract. The prime Contractor is held fully responsible for contract performance, regardless of any team arrangement between the prime Contractor and its subcontractors.

(d) Notwithstanding the above teaming arrangements and issues relating to consent, all teaming arrangement (subcontract) pricing must be supported in accordance with FAR 15.404-3. Subcontract cost and pricing data, as appropriate, should be presented in task order proposals.

(e) The following subcontractors were evaluated during source selection and are considered to be team members. It is not necessary to compete these subcontractors at the Task Order level. Subcontract costs must still be determined to be fair and reasonable.

TO BE PROVIDED AT TIME OF AWARD

PKVH-H021 ORDERING PROCEDURES (MAR 2003)

Each task order shall be issued in accordance with the following procedures.

(a) Request for Proposal - The Contracting Officer will furnish the contractor with a written request for proposal (for either sole source or competitive requirements). The request will include:

(1) A description of the specified work and data items required, including the site location,

(2) The anticipated performance period and critical milestones,

(3) Any Government-Furnished property, material, or base support to be made available for performance of the order,

(4) Site Visit date,

(5) Construction Cost Limitation (CCL), and

(6) Davis-Bacon wage rates

(b) Proposal - The Contractor shall, within the time specified in the order RFP, provide the Contracting Officer with an original and copies [as determined at Task Order level] of the proposal. The proposal shall address:

(1) The comprehensive technical and management approach to accomplish the work effort,

(2) A detailed cost or pricing proposal in accordance with the instructions set forth in the RFP and FAR 15.403-5, Table 15-2,

(3) A proposed schedule for completing the task order efforts, and

(4) Proposed Small Business and Small Disadvantaged Business Subcontract Plan Goals (if applicable).

(c) Discussions / Negotiations - The following is based on Awarding Orders Under Multiple Award Contracts:

(1) Fair Opportunity to be Considered (one contractor solicited) - Upon receipt of the proposal, the Contracting Officer and Technical Representatives will review the proposal and enter into discussions/negotiations with the contractor as may be necessary.

(2) Fair Opportunity to be Considered (multiple contractors solicited) - Upon receipt of the proposals, the Contracting Officer and Technical Representatives will review the initial proposals, decide to award without conducting discussions / negotiations or hold discussion with one or more contractors. When discussions/negotiations are conducted, each participating contractor shall be given one opportunity to revise its initial proposal to reflect any changes that result from the discussions/negotiations. The Contracting Officer will award the task order to the contractor offering the best value to the government, based on either the initial or a revised proposal. Unsuccessful offerors will be notified.

(d) At the conclusion of discussions/negotiations, if requested by the Contracting Officer, the Contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable. The Contracting Officer will unilaterally issue a Task Order, which shall include:

(1) Date of the order,

(2) Contract and Task Order numbers,

(3) Statement of Work, including references to applicable specifications,

(4) Any Government-furnished property, material, or base support to be made available for performance of the order,

(5) The agreed-to total amount and appropriate break out for the specific contract type,

(6) Accounting and appropriation data, and

(7) The names, addresses and phone numbers of the applicable Contracting Officer Representative (COR) as well as any other necessary points of contact.

(e) The contractor shall commence all necessary and required preliminary work including required permits, any necessary bonds, and data items upon receipt of a duly executed task order or Notice of Award (NOA) signed by the Contracting Officer. The Contractor may visit the site to perform any necessary and required efforts prior to actual mobilization and start-up at the site. The contractor shall not commence actual pre-construction or construction work at the site until receipt of a written Notice-To-Proceed (NTP) signed by the Contracting Officer. Prior to issuance of the NTP, the Government reserves the right to convene a post-award pre-construction conference at the applicable site. The contractor shall attend any such conference as directed by the Contracting Officer

Representative. The contractor shall not deliver any materials or equipment to the site prior to receipt of an NTP or a written authorization signed by the Contracting Officer Representative.

PKVH-H022 5352.216-9000 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (JUN 2002), ALTERNATE II (JUN 2002) (MAR 2003)

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of $2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

In accordance with FAR 16.505 the following procedures will be used by the Contracting Officer to ensure fair opportunity to be considered in the placement of task orders. Fair opportunity to be considered for placement of all task orders will consist of a Government review of the below listed consideration factors. Contractor selection will be based on an integrated assessment of all the consideration factors.

(1) Past performance on earlier tasks under this multiple award contract
  (i) Enhancements provided in past & current projects
  (ii) Customer Satisfaction/input on previous work for MAJCOM/base
  (iii) Quality, timeliness and warranty of deliverables
  (iv) Compliance with small business plans (and local laws & regulations)
(2) Availability of labor/resources (capacity to perform), bond capacity
(3) Proximity to the proposed work site and current/past work on base
(4) Price/Cost

The contracting officer will develop a cost estimate for each contractor, using respective current cost history and labor hours and labor mix from the task order government estimate. In the absence of current cost history, and as an interim measure, the fully burdened labor rates provided by the contractor under this document (Attachment 4) will be applied against the labor hours and categories of the government estimate. The resulting cost and technical proposal will be used along with the other criteria to make the best value determination at the task order level.

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) For this contract, the designated task or delivery order ombudsman is 311 HSW/PKVH, Mrs Cynthia Sanders, Bldg 723, 8150 Aeromedical Road, Brooks City-Base TX 78235-5123, e-mail: cynthia.sanders@brooks.af.mil, Phone: DSN: 240-6312 or Commercial: (210) 536-6312.. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of $2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in Section I of this contract.

PKVH-H023 GOVERNMENT DOWN TIME FOR VARIOUS AUTHORITIES INCLUDING THE PRESIDENT, SECRETARY OF DEFENSE, SECRETARY OF THE AIR FORCE, AFMC/CC, ASC/CC, 311 HSW/CC, AND AFCEE/CC (FEB 2003)

(a) Base Closures Due to Emergencies. From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.

(1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner.

(2) With regard to work under the contract, the government shall retain the following options:

(i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

(ii) Government may forego the work. The contractor will not be paid for work not performed.

(iii) Government may reschedule the work on any day satisfactory to both parties.

(iv) The government may, in its discretion, permit the contractor to perform at an off-site location during the period of base closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed off-site. Contractor shall be permitted to bill the government at the labor rates identified in the contract.

(v) In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor.

(b) Base Closure Notification Procedures.

(1) After an official decision to close Brooks City-Base has been made by the Base Commander, local television and radio stations will be notified of the closure.

(2) The Contractor is directed to listen or watch one of the local radio or television stations for notification of a base closure. Contractor should follow instructions intended for non-essential personnel.

(3) The contractor will not receive any other form of notification of a base closure from the government. The Contractor is responsible for notification of his or her employees.

(4) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall notify their COR and act in accordance with the COR's instruction.

(c) Base Closure Due to Non-Emergencies. The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as time-off award, base open house, etc. In the event of a non-emergency base closure, the COR and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the service during the base closure and a government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government in accordance with the contract.

(2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the government by letter within 5 business days or returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified in the contract.

(3) If there is no need for the service during the scheduled base closure, contractor shall not work on or off-site. Government may grant a time extension in each task order delayed by the closure equal to the amount of time of the closure, subject to the availability of funds. The government will not be liable for time not worked.

PKVH-H024 FIRST TASK ORDER (MAR 2003)

The “Denver Sample Task” being used as part of the source selection evaluation under this solicitation does not represent an anticipated requirement.

PKVH-H025 CLIN TYPE-CONTRACT (MAR 2003)

In Firm, Fixed Price Orders the cost for labor, materials, communication, subcontracting, travel and other direct cost items shall be included in the line item for the basic service. Negotiation and agreement on CLIN price(s) for the effort specified shall constitute the Firm, Fixed Price for the Task Order on CLINs 0001, 0002, 0003, and 0005. These CLINs shall use contractor rates established and agreed to in Attachment 4. These rates will be incorporated as an attachment to the contract at the time of contract award. CLIN 0004 is reimbursed at cost. CLIN 0005 is Not-Separately-Priced. The Contractor shall be obligated to perform the effort specified in the Task Order.

PKVH-H026 PROGRAM AMOUNT (MAR 2003)

The total program amount for this acquisition is Not To Exceed $400,000,000.00. The total dollar value of all Task Orders placed on all contracts awarded will not exceed the total program value. The minimum and maximum for individual orders are explained in clause 52.216-19 "Order Limitations."

PKVH-H027 MINIMUM GUARANTEE (MAR 2003)

Not withstanding FAR 52.216-19, Order Limitations (Oct 1995), if no orders are placed against this contract, the Contractor shall be paid the minimum guarantee of $10,000.00 in total.

PKVH-H028 INDEFINITE QUANTITY CONTRACTS (MAR 2003)

The Government plans to award four (4) or more Indefinite Quantity Contracts for Construction requirements specified in the Schedule and attached Statement of Work. However, the Government reserves the right to award all, some or none. Offerors are advised to read clause 52.216-22 in Section I, entitled "Indefinite Quantity" before completing this proposal.

This is an Indefinite-Quantity contract as contemplated by FAR 16.504. The maximum order amount the Government may order under any contract is the Program Ceiling amount of $400,000,000; the minimum is $10,000.

The ordering period for the contract is 5 years from 14 Jul 03, plus 3 additional years for performance. The program ceiling amount may be adjusted unilaterally by the Air Force on an annual basis during this 5-year ordering period.

Current and projected requirements will be reviewed by the Air Force on an annual basis to determine if an upward adjustment of the program ceiling is required. In no event shall the adjusted program ceiling amount exceed 250% of the program ceiling established at time of contract award.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 5.2.x.500; Issued: 03/07/2003; Clauses: ; FAR: FAC 2001-12; DFAR: DCN20030301; DL.: DL 98-021; Class Deviations: CD 2002o0003; AFFAR: 2002 Edition; AFMCFAR: 2002 Edition; AFAC: AFAC 20021122; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001) - ALTERNATE I (MAY 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (a) Number of calendar days is '10 CALENDAR DAYS OR AS SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER' (c) Number of days or calendar date is 'TO BE SPECIFIED IN INDIVIDUAL TASK ORDER ISSUED HEREUNDER'
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is '14 JUL 2003' Para (a), Issued through date is '13 JUL 2008'
52.216-19	ORDER LIMITATIONS (OCT 1995) Para (a). Insert Dollar amount or quantity. '$10,000.00' Para (b)(1). Insert dollar amount or quantity '$400,000,000.00' Para (b)(2). Insert dollar amount or quantity. '$400,000,000.00' Para (b)(3). Insert number of days. '30' Para (d). Insert number of days. '10'

52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '13 JUL 2011'
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.219-17	SECTION 8(A) AWARD (DEC 1996) Para (a)(2), Contracting Activity is 'TO BE CITED AT TIME OF AWARD.' Para (a)(4), Contracting Agency is 'TO BE CITED AT TIME OF AWARD.' Para (c), Contracting Agency is 'TO BE CITED AT TIME OF AWARD.'
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999) Para (d)(2), Name of SBA's contractor is 'TO BE CITED AT TIME OF AWARD.' Contracting agency is 'TO BE CITED AT TIME OF AWARD.'
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000)
52.222-06	DAVIS-BACON ACT (FEB 1995)
52.222-07	WITHHOLDING OF FUNDS (FEB 1988)
52.222-08	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-09	APPRENTICES AND TRAINEES (FEB 1988)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995) Para (b), Material Identification No: 'NONE, UNLESS SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-09	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) para (b)(2), Agency Procedures 'TO BE SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.225-11	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUL 2002) Para (b)(3). Insert excepted material or "none". 'NONE'
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE II (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
52.229-02	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-05	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-04	PHYSICAL DATA (APR 1984) Description of investigational methods used: 'Topographical and Geotechnical surveys.' Summary of weather records and warnings 'Refer To Section H' Summary of transportation facilities providing access from the site 'Transportation facilities and access to the site will be the responsibility of the contractor.' Other pertinent information: 'No Additional Information.'
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)
52.243-04	CHANGES (AUG 1987)
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (FEB 2000) Para (i), Contract number. 'TO BE CITED AT TIME OF AWARD'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.219-7009	SECTION 8(A) DIRECT AWARD (MAR 2002) Para (a). Cognizant SBA District Office is: 'TO BE CITED AT TIME OF AWARD'
252.219-7010	ALTERNATE A (JUN 1998) Para (a)(1). Insert SIC Code. '236115' Para (d)(2). Insert name of SBA's Contractor. 'TO BE CITED AT TIME OF AWARD' Para (d)(2). Insert name of contracting agency. 'TO BE CITED AT TIME OF AWARD'
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.227-7022	GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
252.227-7033	RIGHTS IN SHOP DRAWINGS (APR 1966)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7005	REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS-- DOD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)
252.236-7000	MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
252.236-7001	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991) Para (a)(1), Number of sets is 'One Set' Para (e), Index of Drawings: 'TO BE SPECIFIED ON INDIVUDAL TASK ORDERS ISSUED HEREUNDER'
252.236-7005	AIRFIELD SAFETY PRECAUTIONS (DEC 1991)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996) Para (d), Substances are 'NONE, UNLESS CITED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 2002)

Para (b), Any additional requirements to comply with local security procedures 'ANY OTHER LOCAL SECURITY PROCEDURE REQUIREMENTS'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998)
Para (a), Paragraph Numbers: 'TO BE CITED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
Para (a), Paragraph Numbers: 'TO BE CITED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
Para (a), Version Number(s): 'TO BE CITED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
Para (a), Dated: "
Para (a), Entitled: 'TO BE CITED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
Para (b), Rank order: 'TO BE CITED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

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

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

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

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

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

[ ] Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

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

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

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

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002) (TAILORED)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments --

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments is 30 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 30th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic fund transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoices only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 14th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If the actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained

in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible --

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments -- If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause --

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to--

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that --

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if --

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall --

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and --

(i) Make such payment within --

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon --

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying --

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until --

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports --

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause --

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall --

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying --

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.252-02 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/

52.252-06 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.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	8	14 MAR 2003	STATEMENT OF WORK DESIGN BUILD PLUS 03
ATTACHMENT 2	TBD		DAVIS BACON WAGE DETERMINATIONS - TO BE CITED ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER
ATTACHMENT 3	TBD		SPECIFICATIONS FOR INDIVIDUAL PROJECTS - TO BE CITED ON INDIVUDAL TASK ORDERS ISSUED HEREUNDER
ATTACHMENT 4	1		LABOR RATES - TO BE INCORPORATED AT TIME OF AWARD

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.223-04 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through)a)(3) of this provision; and

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

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

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of $100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN:.----------

[ ]TIN has been applied for.

[ ] TIN is not required because:

[ ]Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying
agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other----------

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name----------

TIN----------

52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

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

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

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
_____	_____
_____	_____

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236115.

(2) The small business size standard is 28.5 Million.

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

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years

(check this column if size standard stated in solicitation is exp ressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ $1 million or less

____ 51 - 100 ____ $1,000,001 - $2 million

____ 101 - 250 ____ $2,000,001 - $3.5 million

____ 251 - 500 ____ $3,500,001 - $5 million

____ 501 - 750 ____ $5,000,001 - $10 million

____ 751 - 1,000 ____ $10,000,001 - $17 million

____ Over 1,000 ____ Over $17 million

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

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

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

_ _ _ _ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

_ _ _ _ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

_ _ _ _ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_ _ _ _ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_ _ _ _ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:
_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] YES [ ] NO

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT

5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)
Team LLC
Booz-Allen Hamilton Inc.
DynCorp I & ET
Portage Environmental Inc.
Unitec

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance; and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1)

above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

D. OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 JOINT VENTURE (MAY 1997)

In addition to the requirements of FAR 4.102, and to assure a single point of contact for resolution of contractual matters and payments under any resultant contract, each participant in a joint venture must complete and sign the certification hereunder. The completed certifications are to be provided with the offerors'/bidders' response to this solicitation.

The parties hereto expressly understand and agree as follows:

(a) ___ (name, title, company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of ___ (same name, title, and company as above), ___ (name, title, and company of alternate) is the alternate principal representative of the joint venture.

(b) Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, must be directed to ___ (name, title and company of principal), principal representative of the joint venture.
(AF FAR Sup 5304.l02(d))

FIRM ___ FIRM ___

NAME ___ NAME ___

TITLE ___ TITLE ___

DATE OF EXECUTION ___ DATE OF EXECUTION ___

NOTE: If additional signatures are required, submit the above certification, in the identical format, as an attachment to your response to this solicitation and complete this block indicating the same [ ].

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) Rated Order: 'C2'
52.215-01	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)
52.215-05	FACSIMILE PROPOSALS (OCT 1997) Para (c), Telephone number for receiving facsimile equipment: '210/536-3498'
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997) Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media: 'ELECTRONIC FORMAT (i.e. CD)'
52.216-01	TYPE OF CONTRACT (APR 1984) Type of contract is 'Firm Fixed Price'
52.216-27	SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) Para (b), Goals for minority participation for each trade are 'WILL BE CITED ON INIDIVIDUAL TASK ORDERS ISSUED HEREUNDER' Para (b), Goals for female participation for each side are '6.9%' Para (e), Geographical areas are 'WILL BE CITED ON INIDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)
52.233-02	SERVICE OF PROTEST (AUG 1996) Para (a) Official or location is '311 HSW/PKVH, 8150 Aeromedical Road, Brooks City-Base, TX 78235-5123.'
52.236-27	SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995) Para (b), Alt I, Date and time: 'WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER' Para (b), Alt I, Location: 'WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER'
52.236-28	PREPARATION OF PROPOSALS -- CONSTRUCTION (OCT 1997)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.236-7006	COST LIMITATION (JAN 1997)

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.209-9003	POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997) Para (a), Nature of the proposed conflict is '?????' Para (a)(1), nature of the proposed restraint and the applicable time period is '?????'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 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/

52.252-05 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.

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

L003 NEW MEXICO GROSS RECEIPTS TAX (SEP 2001)

(a) New Mexico Gross Receipts (NMGRT) applies to all receipts collected (cost and profit) from engaging in business in New Mexico (NM); selling property in NM, leasing property employed in NM, selling R&D services performed outside NM the product of which is initially used in NM if the contractor has nexus in NM, or performing services in NM.

(b) Offerors are expected to be knowledgeable of the Gross Receipts and Compensating Tax Act for the State of New Mexico in the preparation of their proposal. For assistance, please contact the State of New Mexico Taxation and Revenue Department, P.O. Box 630, Santa Fe NM 87509-0603, or call (505) 827-0928 or 0909.

L007 STATUTORY COST LIMITATIONS (MAY 1997)

Pursuant to the Cost Limitation (DOD FAR Sup 252.236-7006) clause hereof, the statutory cost limitation(s) for this solicitation are identified hereunder.

ITEM NO(S). COST LIMITATION(S)
WILL BE CITED ON INIDIVIDUAL TASK ORDERS ISSUED HEREUNDER

L008 NOTICE TO OFFERORS (CONSTRUCTION) (MAY 1997)

Funds are not presently available for this project. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date.

L011 APPLICABLE CLAUSES (MAY 2002)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and AFMCFARS 5352.219-9002, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AFMC) will be used in Section I in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and AFMCFARS 5352.219-9000.

1.0 General Instructions and Information:

1.1 General Information:

This section of the Information to Offerors (ITO) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with ITO instructions. The offer shall be compliant with the requirements as stated in the generic Statement of Work (SOW) and the Sample Task (Denver, Colorado) SOW. Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.

1.1.1 Point of Contact:

Proposals shall be submitted to the Contracting Officer (CO). The CO is the sole point of contact for this acquisition. Address any questions, concerns, and/or requests for clarification to the CO:

Mr. Charles T. Wilcox, Jr.
311 HSW/PKVH
8150 Aeromedical Road
Brooks City Base, TX 78235-5123
Commercial Phone: 210-536-6566
Fax: 210-536-3498
E-mail address: charles.wilcox@brooks.af.mil

1.1.2 Team Definition:

The Government will consider the offeror and all subcontractors a “team” or “teaming arrangement” when there is evidence of a signed Teaming Agreement (TA) or Letter(s) of Intent (LOI) committing the parties to performance under this contract, should it be awarded to the offeror. A subcontractor without a TA or LOI with the offeror is not considered as part of the “team” and will not be evaluated as such. In addition, the prime offeror must submit a letter signed by all first-tier teaming members stating the prime has the right to discuss all Past Performance information directly with the Government. (Reference Section H, PKVH-H020, Teaming Arrangements). This Request for Proposal will refer to the Offeror and all identified teaming subcontractors as a “teaming entity” unless otherwise noted. Lastly, all members of a teaming entity shall be distinctive to each proposal. “Distinctive” is defined as a teaming entity with formal teaming arrangements as required above, where the Offeror and all identified teaming subcontractors have the potential to receive only one contract award under this solicitation without respect to prime-sub relationships. A Joint Venture (JV) will be considered an entity onto itself. Mentor-Protégé (M-P) is a relationship and not a business entity; it will require a formal teaming agreement or letter of intent to qualify for consideration as a team member.

1.1.3 Reference Library:

A reference library has been established on the AFCEE web page for information and documents relating to the DBP03 source selection. The point of contact for the DBP03 reference material is the CO, Mr. Charles T. Wilcox, Jr. at 210-536-6566.

1.1.4 Discrepancies:

If an offeror believes the requirements in the instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale. The offeror is reminded the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

1.1.5 Proposal Retention:
In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of proposals.

1.1.6 Debriefings:
The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The CO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

1.1.7 Preproposal Conference/Site Visit

A pre-proposal conference will be held at Brooks City Base, TX, 25 March 2003, 0830-1430, 2601 Louis Bauer Drive, Building 775, Room 102.

1.2 General Instructions:
The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the requirements. Offerors shall assume the Government has no prior knowledge of their capabilities and experience, and will base its evaluation on the information presented in the offeror's proposal. Elaborate brochures, documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

1.2.1 Proposal Acceptance Period:
The proposal acceptance period of 180 days is specified in the model contract/solicitation, SF Form 1442 – Solicitation, Offer and Award. The offeror shall make a clear statement in Section A (Solicitation/Contract Form) of the proposal documentation volume that the proposal is valid throughout the proposal acceptance period.

1.2.2 Proposal Organization/Number of Copies/Page Limits:
The offeror shall submit one paper original, one electronic copy on read-only compact disc (one CD-ROM per volume), and three paper copies of each volume listed in Table 1.2.2 (Proposal Organization). In addition, please include signed original, unpunched contract acceptance documents under separate cover. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits specified. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. For example, if the requirement is for 20 pages and the offeror submits 30 pages, only the first 20 will be evaluated and the balance will be removed. When both sides of a sheet display printed material, it shall be counted as 2 pages. Each page shall be counted except the following: cover pages, table of contents, tabs, and glossaries. Proposals shall be addressed and mailed to the CO:

Mr. Charles T. Wilcox, Jr.
311 HSW/PKVH
8150 Aeromedical Road
Brooks City Base, TX 78235-5123
Commercial Phone: 210-536-6566
Fax: 210-536-3498
E-mail address: charles.wilcox@brooks.af.mil

Table 1.2.2 - Proposal Organization Table

Submission Specifics

Proposal Volume	Volume Title	Page Limit
I	**Contract Documentation** (original contract acceptance documents under separate cover)	Unlimited
II	**Mission Capability (Sample Task: Denver, Colorado)**	70
	Technical Qualifications	
	Design Concepts Inclusive Of Proposed Technical Solutions	
	Management Approach*	
III	**Past Performance**	
	Narrative	10
	Past Performance: Attachment L-5 (10 for the Offeror with two (2) per teaming subcontractor)	3 pgs ea.
	Consent Letter: Attachment L-7 (one per teaming subcontractor)	1 pg ea
	Authorization Letter: Attachment L-8 (one from each teaming subcontractor)	1 pg ea
IV	**Cost/Price** (inclusive of contract documentation as it relates to the Sample Task in Denver, Colorado)	Unlimited

* Financial capability data submission requested in Paragraph 3.1.3.5 will not be included in the page count.

1.2.3 Page Size and Format

Page size shall be 8.5 x 11 inches, not including foldouts. Except for the reproduced sections of the solicitation document, the text size shall be no less than 11 point Times New Roman font. Use at least 1-inch margins on the top, bottom and side margins. Pages shall be numbered sequentially by volume. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. Foldout pages shall fold entirely within the volume, and count as two (2) pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics. Foldout pages may not be used for pages of text, technical drawings, elevations, cross-sections, etc. For tables, charts, graphs and figures, the text shall be no smaller than 11 point. For drawing submittal format, see Factor 1 - Mission Capability (Proposal Volume II).

1.2.4 Binding and Labeling

Bind each Volume separately within a single, loose-leaf 3-ring binder. Binders shall permit the volumes to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of each binder. All document binders shall be submitted in white binders. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

1.2.5 Electronic Format

Indicate on each CD-ROM the volume number and title. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. The offeror shall submit volumes in electronic format, using virus-free CD-ROM. Each volume shall be on a different CD-ROM with separate directories hyper-linked (to the fullest extent possible) within a master table of contents on each CD-ROM. If files are compressed, the necessary decompression program must be included. The electronic copy of the proposal shall be submitted in a format readable by Microsoft (MS) Word 2000, MS Excel 2000, MS-Project 2000, and MS-Power Point 2000, AutoCAD Version 14, as applicable. Perspective drawings may be submitted in Adobe Acrobat PDF file format. Duplicate each Volume in searchable PDF file format. The external label for each digital media shall contain, as a minimum, the following information: Contract Number and date, format and version of operating system software, name and version of utility software used for preparation (e.g., compression/decompression, if applicable) and copying files to the media, sequence number of electronic media, and list of file names on the electronic media (as space on the label permits).

1.2.6 Cost/Price Information:

All cost/price information shall be addressed in the Contract Documentation Volume (Proposal Volume I) and the Cost/Price Volume (Proposal Volume IV).

1.2.7 Cross Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation, which is not found in its designated volume, will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

1.2.8 Indexing

Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. A Table of Contents does not count against the page limitations.

1.2.9 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

2.0 References and Contract Documentation (Proposal Volume I)

2.1 References

Proposal Volume I, the offeror shall provide:

- Master Table of Contents (Note: Each volume shall contain a Master Table of Contents)
- RFP Cross-Reference Matrix (if applicable)

2.1.1 Table of Contents

Include a master table of contents for the proposal.

2.1.2 RFP Cross Reference Matrix (RCRM)

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation, which is not found in its designated volume, will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. If the offeror chooses to cross-reference, the offeror shall provide a cross-reference matrix in Proposal Volume I.

2.2 Contract Documentation
The Contract Documentation Volume shall include:

- Signed Model Contract (to include sections A, G, and K). Note: contractor submission will require initial sample task price and cost submission with Volume IV.
- Exceptions to Terms and Conditions
- Other Required Information (to include Teaming Arrangements)

2.2.1 Model Contract/Representations and Certifications
The purpose of the Contract Documentation Volume (Proposal Volume I) is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Model Contract and Sections A, G, and K.

2.2.2 Section A - Solicitation/Contract Form
Completion of blocks 14 through 19 and signature and date for blocks 20a through 20c of the Standard Form 1442. Signature by the offeror on the SF-1442 constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

2.2.3 Section G - Contract Administrative Data
Offeror shall complete PKVH-G001, Remittance Address and G015, Implementation of Taxpayer Identification Number (March 2003).

2.2.4 Section K - Representations, Certifications and other Statements of Offerors
Completed representations, certifications, acknowledgments and statements.

2.3 Exception to Terms and Conditions
Exceptions taken to the terms and conditions of the model contract, to any of its formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 2.3 (Solicitation Exceptions). Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

Table 2.3 - Solicitation Exceptions:

Solicitation Document	Paragraph/Page	Requirement/Portion	Rationale
RFP SOW, SOW for FY03 Denver, Model Contract, ITO, etc.	Applicable page and paragraph numbers	Identify the requirement or portion to which the exception is taken	Justify why the requirement will not be met and the offeror's alternative strategy

2.4 Other Required Information

2.4.1 Authorized Offeror Personnel
Provide the name, title, telephone number, fax number, and e-mail address of the company/division's point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government. Additionally, provide the name, title, telephone number, fax number, and e-mail address of the CEO, Division President and/or Vice-President.

2.4.2 Government Offices
Provide the mailing address, telephone and fax numbers and facility codes. Provide the cognizant Government Corporate Small Business Administrator Officer (SBA), Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name, title, telephone number, fax number, and e-mail address for the Administrative Contracting Officer (ACO).

2.4.3 Company/Division Address, Identifying Codes, and Applicable Designations
Provide company/division's street address, county and facility code; CAGE code; DUNS code; confirmation of Central Contractor Registration, and category of business for prime and all first tier teaming members.

2.4.4 Not Used.

2.4.5 Teaming Arrangements
Provide all Teaming Agreements and/or Letters of Intent (if applicable).

2.4.6 Technical Proposal Organization:

Offerors shall limit the page length of the Volume as stipulated in Table 1.2.2. The drawings, list of deviations and exceptions, table of contents, cover letter, glossary of terms, color sketch, color boards, product manufacturer's literature, energy calculation sheets exceeding established minimums, and design/build schedule will be excluded from the page count shown in Table 1.2.2. The technical volume, other than the proposed drawings, shall be printed in 8.5 x 11 inch portrait format. Drawings shall be presented on sheet sizes and at scales indicated below.

Do not submit mechanical, electrical, or structural drawings. If they are submitted, they will be removed and will not be reviewed. Do not use fonts smaller than 11 point. The offeror shall be responsible for submitting all the information required. Organize the technical proposal in the order listed below.

2.4.6.1 Drawing Format:
All drawings shall be prepared in AutoCAD Release 14 as outlined below and shall be completed and accomplished in accordance with the best professional practice to show clearly and concisely the type and extent of work to be performed. Drawings are not included in the Volume II page count and may be submitted as an attachment to Volume II.

- Drawings shall be prepared on standard ANSI C (17 x 22 inch) sheets.
- The drawings shall be drawn to appropriate scales and dimensioned completely and accurately.
- The selected offeror will develop these sheets into complete contract documents.

No deviations from the Government's established standards will be permitted unless prior written approval of such deviation has been issued by the Administrative Contracting Officer (ACO).

Standard building material indications and symbols for architectural items and mechanical and electrical equipment shall be used to the greatest extent possible.

Schedules shall be provided on the drawings for net floor and kitchen cabinet calculations (if exceeding established minimums), finishes, doors, windows, electrical lighting fixtures, and plantings. The schedules shall describe each item. Symbols for these items shall be cross-referenced on the plans and elevations.

2.4.6.2 Drawings and Materials

Drawings shall be prepared to the concept (approximately 15% design) stage in order to demonstrate items listed in the factors below. Details shall be developed for major components and unique features:

Typical Unit Layout. (1/4" = 1'-0")

(a) Typical living unit
(b) Gross and Net Floor Area Calculations, Attachment L-1: Provide for each floor plan type capturing functional requirements in accordance with the Air Force Family Housing Guide (AFFHG), Chapter 4. The work shall be designed and constructed in “soft metric” units. “Soft metric” refers to designing in English or inch-pound (IP) units, and providing the equivalent metric dimensions in parentheses beside the IP dimensions. Minimum net area square footage requirements are portrayed within Chapter 4 of the AFFHG (dated Dec 1995), Figure 4.1: Maximum Net Floor Areas Authorized.

Composite Floor Plan. (1/4" = 1'-0")

(a) Symbol list
(b) Room legend (to include individual room dimensions and areas in square feet)
(c) Equipment layout
(d) Typical furniture layout to scale
(e) Composite building plan
(f) Finished schedule
(g) Door and window schedule
(h) Electric light fixture schedule/layout

Exterior Elevations. (1/4" = 1'-0") Include all four elevations--front, back, and both sides of each building style (see Sample Task SOW Table 5.2.1.1)

(a) Symbol list
(b) Exterior elevations depicting materials (including roofing schematic)
(c) Indication of signage, screening, fencing, and decorative details
(d) Composite Building Elevation

Interior Elevations. (1/4”=1’-0”)

(a) Kitchens with cabinetry
(b) Bathrooms with cabinetry

Roofing Plan. (1/4" = 1'-0")

(a) Roofing lines for each building style

Building Sections. (1/4" = 1'-0")

(a) Typical building, firewalls, and party walls sections depicting basic structural components, dimensions, and finishes
(b) Material indications
(c) Building Wall Sections. (1/2” = 1’-0”)

2.4.6.3 Notes

Drawings shall not include extemporaneous notes, details or other markings that are not relevant to or do not provide information to support quality features in the offeror’s proposal. DO NOT SUBMIT MECHANICAL, ELECTRICAL OR STRUCTURAL DRAWINGS. If any of these features provide increased quality to the offeror’s proposal, they may be illustrated or shown in the outline specifications, catalog cuts or in other related narrative documents.

2.4.6.4 Outline Specifications

Provide an outline specification implementing the scope and design criteria requirements of the Sample Task SOW. The outline specification shall be concise and definitive. The offeror shall provide a statement stating any material, equipment, or product not addressed in the outline specification shall be provided in accordance with the requirements of the RFP. Specifications shall contain bullet statements showing the qualities of the materials, applicable standards the material or equipment meets, testing required to ensure standards are met, manufacturer, model number, and performance. Specifications shall use the Construction Specification Institute (CSI) numbering scheme.

2.4.6.5 Outline Specification Format:

The following elements shall be included in the outline specifications.

General:

(a) Title Sheet
(b) Table of Contents

Specific Items:

(a) Specification Section Number and Title
(b) From the Sample Task SOW, Purpose and Criteria is to be incorporated into the first section.

Product Descriptions:

Product Manufacturer's Literature: Offeror must provide catalog cuts (one copy of the offeror's proposal must have original manufacturer's literature contained in it while the remainder copies may be photocopies of the material). Provide all proposed plumbing fixtures, appliances, kitchen/bath cabinets, doors, windows, ceiling fans, and light fixtures. Product manufacturer's literature provided shall be sufficient to allow for a proper review to determine compliance with the project requirements. Offeror shall clearly identify specific products in the catalog cuts provided by circling and uniquely numbering or naming items proposed and indicating which specification section applies to the product.

2.4.6.6 Colored Sketch

An unframed perspective color sketch (minimum 16 x 24 in) of typical proposed units and street characteristics from street level view shall be submitted for evaluation. Offerors will be required to provide only one sketch for evaluation purposes. The sketch shall not be framed.

2.4.6.7 Color Boards

One exterior and one interior color board showing all proposed finishes and colors will be required for evaluation purposes. Only one set of boards per proposal is required. Note: the submittal shall be of sufficient clarity to illustrate all color schemes.

3.0 Mission Capability and Proposal Risk (Proposal Volume II)

3.1 Factor 1, Mission Capability (Technical Qualifications, Design Concepts inclusive of Technical Solutions, and Management Approach)

3.1.1 Subfactor 1.1: Technical Qualifications

3.1.1.1 Experience of the Firms:

Provide a first-tier teaming member summary in spreadsheet format for the entire team (MS Excel spreadsheet).

3.1.1.1.1 Offeror/Teaming Member/Business Category:
In each teaming entity's spreadsheet, provide the Offeror's and each first-tier teaming member's company name and whether they are categorized as large or small businesses.

3.1.1.1.2 List of Design-Build Projects:
Indicate the number of design-build housing projects with a minimum of 100 units that were construction complete within the last three (3) years (from date of RFP). **Housing units applicable to this submission shall comply with the NAICS Code from census bureau website for 236115 New Single-Family Housing Construction, see** http://www.census.gov/epcd/naics02/def/N236115.

- Project title
- Location (City, State, Military installation, if applicable)
- Scope (number of units, density: units per acre)
- Type of units (e.g., single family, duplex, triplex, one story/two story, etc.)
- NTP Date
- Period of performance (in calendar days) from NTP date
- Actual completion date
- Award amount
- Contract amount at financial closeout, and
- Prime/subcontractor for the project.

Provide a detailed narrative describing the teaming entity's contracting role in three (3) design-build housing projects from the listing above. In project submittals with cost growth above 3.0% and/or schedule growth above 15.0% from the award data, include a brief narrative that explains conditions that drove the variances from award data. Identify teaming member's participation in the project and indicate the percentage of the project for which they were responsible.

3.1.2 Subfactor 1.2: Design Concepts Inclusive Of Technical Solutions

3.1.2.1 Project Quality – Site Considerations. NOT USED

3.1.2.2 Project Quality - Dwelling Unit Considerations.

3.1.2.2.1 Interior Considerations.

- Flexibility and Spaciousness.
  Provide floor plans utilizing the concept of open space planning in the living area, including visual definition for each of the different areas consistent with the functional relationships. See Sample Task SOW**.**

- Circulation.
  Provide floor plans that show:
  (a) The entrance foyer's provisions for visual separation from major interior areas, access provided from the entrance foyer to coat closet, living-kitchen-family room areas, and bedroom hallway.
  (b) The location of circulation space and arrangement to serve as many functional areas as possible without the need for extended hallways.
  (c) Provisions for access to functional areas without passing through non-compatible areas.
  (d) The kitchen and dining location and arrangement to eliminate or minimize circulation through the food preparation work area.
  (e) General circulation paths to exits.

- Functional Relationships.
  Provide floor plans that show:
  (a) The kitchen work triangle (total of the distances between the centers of the fronts of range, refrigerator and sink) length.
  (b) Provisions for convenient access from kitchen to garage to the interior and exterior service and utility areas.
  (c) The patio's location directly accessible from the living/dining area or family room with convenient access from the kitchen.
  (d) Avoidance of opening the laundry into a primary living area (living room, family room, dining room) or locating the laundry in the food preparation area of the kitchen.
  (e) Provision of direct access to one bathroom from the bedroom hallway. The floor plan shall also provide direct access to a second bathroom, when provided, from the master bedroom without leaving the master bedroom.

- Furniture Placement.
  Provide floor plans that show:
  (a) A typical furniture arrangement to accommodate the placement of a reasonable amount of furniture appropriate for the room and necessary to satisfy the needs of a typical family in that housing type.
  (b) The floor plan shall address locations of windows and doors, electrical outlets and switches, and HVAC supply and return outlets in determining furniture arrangements.

- Privacy.
  Provide floor plans that show:
  (a) Visual shielding of bathrooms from living areas.
  (b) Screening provided between living area and bedroom area, either by means of a door or visual screening.
  (c) Screening of the patios from the streets, common areas, and adjacent living units.

3.1.2.2.2 Exterior Considerations.
Provide exterior elevations that show:
(a) Architectural compatibility with the surrounding area.
(b) Variety through use of roof lines; exterior color schemes, materials and textures; building setbacks, porches, inset entrances, and building lines offsets to produce shadows for visual interest.
(c) Use of standardized window sizes, placement and grouping.
(d) The visual integration of exterior bulk storage rooms, garages, trash cans, utility service screens, and patio covers to the housing units.

- Vehicle Parking.
  The proposal shall provide, as a minimum, a single car garage for each dwelling unit.

- Patios and Service Yards.
  Provide patio size, and size and location of service yards.

3.1.2.2.3 Kitchens/Cabinets/Countertops:
(a) Provide kitchen plans that show the functional relationship of counter space to major appliances in the food preparation area.
(b) Cabinetry and Closets. Provide floor plans that show location of pantries/broom closets in or adjacent to the kitchen for storage of packaged foods and housecleaning equipment.
(c) Countertops. Provide kitchen countertop plans that show sufficient countertop space for typical occupant owned appliances and accessories (microwave oven, toaster, can opener, canisters, coffee pot) such that adequate countertop work space remains for the preparation of a typical meal.

3.1.2.2.4 Exterior and Interior Bulk Storage/Utility Space (IAW AFFHG).

(a) Storage.

- Provide floor plans that show the minimum area requirements for interior and exterior bulk storage.
- Provide locations convenient to the function, plus utility of all storage spaces, i.e., shape, shelving and accessibility

(b) Utility Space.

- Provide floor plans that show provisions for a washer and dryer space and occupant owned freezer in an area(s) of the housing unit that provides efficient product, accessibility, circulation, and does not infringe on other functions.

3.1.3 Subfactor 1.3: Management Approach

3.1.3.1 Management Approach Narrative

Provide a brief statement demonstrating management and flow of responsibility across three concurrent geographically separated design/build projects, to include a sample organizational chart to meet this capability. “Geographically separated” is defined as project locations with a separation of no less than 600 miles.

3.1.3.2 Work Process Narrative

Provide a narrative demonstrating process flow to include all steps taken from project inception and concept definition through warranty activity to include a work process flow chart. As such, this element shall illustrate corporate understanding of design and construction interrelationships within the DBP03 concept of operations and demonstrate an ability to conduct concurrent operations across the different geographical regions and bringing together the various stakeholders involved in the process. A significant subpart to the work process flow chart is presentation of its internal quality programs, and how internal conflicts are handled and resolved (e.g.: design discrepancies, site latent conditions, etc.).

3.1.3.3 Not Used.

3.1.3.4 Demonstrate Capacity.

Offerors shall demonstrate nationwide (all 50 states) capacity to include proof of excess bonding capacity to carry a domestic (within the United States) construction program. Excess bonding capacity is defined by the aggregate ceiling between current bonding and bonding ability. The excess bonding capacity requirement is valued up to $50,000,000 across concurrent work efforts. Submit excess bonding ability (specific to this solicitation) for $50,000,000.

United States Coverage: Bonding covering concurrent work encompassing the United States.

3.1.3.5 Financial Capabilities

The prime and its first-tier team members shall incorporate a financial capabilities section with the following data forming the minimum information necessary to support a government financial risk assessment to be conducted by DCAA (Financial capability data will not be included in the page count). Provide the following:

- Financial Statements, including Statements of Cash flows
  - Current year
  - Two prior years
- Projected earnings
- Available Lines of Credit
- Debt ratios

Unless specifically agreed upon between the prime and individual team members, company financial information shall not be accessible between the offering parties. Team Members shall submit their current financial statements and other financial information to the Government through the Prime under individually sealed packages.

3.2 Factor 3, Proposal Risk (Contained within Volume II Mission Capability)

This factor is evaluated at the subfactor level in Factor 1, Mission Capability. There are no additional submission requirements.

Subfactor 3.1: Technical Qualifications
Subfactor 3.2: Design Concepts Inclusive of Technical Solutions
Subfactor 3.3: Management Approach

4.0 Past Performance (Proposal Volume III)

4.1 General Information:

Each offeror shall submit a Past Performance Volume (Factor 2) with its proposal. This volume shall be comprised of:

(a) Narrative. The narrative portion will describe the relevance of Past Performance design-build projects (to include single-family housing, commercial and institutional efforts) to the Mission Capability subfactors. This information is required on all teaming members.
(b) Past Performance Documents in accordance with Attachment L-5.
(c) Consent Letters (Attachment L-7). The offeror shall obtain a consent letter from each first-tier teaming member. The Consent letter allows the Government to discuss the teaming member's Past Performance with the offeror during the source selection process.
(d) Authorization Letters (Attachment L-8). The offeror and each teaming member shall provide an authorization letter. The authorization letter allows the Government to acquire past performance information from commercial customers of the offeror, teaming partner, and/or subcontractor during the source selection process.

4.2 Past Performance Information:

The Offeror and each teaming member shall submit past performance information in accordance with Attachment L-5 (Past Performance Document). The Offeror shall submit a total of ten (10) efforts of the most recent and relevant contracts either under development or recently accomplished. Projects submitted under Para 3.1.1.1.2 must be included in this submission. In addition, all other teaming members shall each submit a total of two (2) efforts of the most recent and relevant contracts either under development or recently accomplished. Each Past Performance Document must not exceed 3 pages. Additional information is requested from other sources. Offerors are cautioned the Government will use data provided by the teaming members as well as data obtained from other sources in the evaluation of Past Performance (see Past Performance Questionnaire, Attachment L-6 for an example of the type of information requested from other sources).

The Offeror shall send the questionnaire (Attachment L-6) to those Government agencies or private sector companies identified by the offeror in Attachment L-5. These agencies or companies must have detailed information concerning contracts considered relevant in demonstrating ability to perform the proposed effort. The responsibility to send out and track the completion of the Past Performance Questionnaires rests solely with the Offeror. Completed Past Performance Questionnaires shall be faxed or e-mailed by the agency/private sector company, directly to the point of contact identified in paragraph 1 of the Past Performance Questionnaire. The Offeror is responsible for ensuring the receipt of the Past Performance Questionnaires by contacting the CO to confirm receipt. The completed questionnaires must be received no later than the proposal due date. It is incumbent upon the offeror to manage the flow of Past Performance Questionnaires. The Government will not consider performance on a newly awarded contract that has no documented performance history (must be more than 50% construction complete) or an effort that concluded no more than three years prior to release of this RFP.

4.3 Early Proposal Information:

To permit the Performance Risk Assessment Group (PRAG) to conduct its assessment more efficiently, the Government requests offerors submit their Past Performance volume before the required submission date for the rest of the proposal. Each offeror is requested to submit Past Performance requirements (Past Performance Documents, Consent Letters, and Authorization Letters) not later than 15 days after the release of the RFP. Failure to submit early proposal information will not result in offeror disqualification.

4.4 Relevant Contracts:

Submit information in accordance with Section L, paragraph 3.1.1.1.2 above. Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M, Evaluation Factors.

4.5 Specific Content:

Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and how they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk and/or to demonstrate the teaming experience. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems resolved. This may allow the offeror to be considered a higher confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required. Categorize the relevant information into the specific Mission Capability subfactors used to evaluate the proposal.

4.6 Organizational Structure Change History:

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant Present/Past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the Government intends to consider Past Performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

5.0 Pricing/Cost (Volume IV)

5.1 General Instructions

These instructions are to assist you in submitting information that is required to evaluate the realism and reasonableness of your proposed prices. Compliance with these instructions is mandatory and failure to comply may render your proposal ineligible for award. Note that unrealistically low or high proposed prices, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal.

Data beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your cost/price position. All information relating to the proposed costs/price shall be included in the section of the proposal designated as the Cost/Price volume.

5.2 Volume Organization

Section 1 - Summary descriptions of your cost estimating methodology, and purchasing system. Please indicate whether or not your company has undergone a Defense Contract Audit Agency (DCAA) audit of your direct and indirect rates within the past six months. If there has been an audit, please provide the DCAA office address and a point of contact if available.

Section 2 - Sample Task Price Proposal

Section 3 - Fully Burdened Labor Rates

5.3 Sample Task Price Proposal

Offerors prices shall be submitted in the Microsoft Excel spreadsheet format provided in RFP Section L, Attachment L-4. The attachment is structured based upon RS Means Divisions. Offerors shall input total costs for each individual cost element designated in the attachment. Costs elements associated with a particular RS Means division, and not specifically designated, shall be input in the appropriate division as a lump-sum total under the classification of “OTHER”. A separate spreadsheet shall be submitted for each of the three housing unit types specified in the statement of work. Sample Task Pricing will be in accordance with Davis Bacon Wage Determination No. CO010016, dated 03/01/2002 to include all modifications through 01/10/2003 (modification 10) (Refer to Attachment L-3).

5.4 Fully Burdened Direct Labor Rates:

Offerors’ shall provide Firm Fixed Price (FFP) fully burdened direct labor rates, developed using the Microsoft Excel format provided in RFP Section J, Attachment 4. The base labor rates, and indirect factors proposed will be subject to verification by the Defense Contract Audit Agency (DCAA). The successful offerors and the Government Contracting Officer will negotiate fully burdened labor rates that will be incorporated into the contract, to be used for pricing task orders under the basic contract. The spreadsheet input cells are color-coded blue for your convenience. Offerors shall describe the basis for the base labor rates, and indirect factors proposed. Offerors shall describe the methodology used to escalate base labor rates. In the event that the proposed labor rates are those of an entity other than the prime contractor, the prime contractor shall identify the rates as such. In the event that the rates are a blend, or combination of the prime contractor’s rates and other entities, a separate Excel spreadsheet shall be provided that shows details of the methodology used to compute the combined rates. The prime contractor and each entity’s rates shall be provided in the Excel spreadsheet format provided in RFP Section J, Attachment 4.

Note: The Excel spreadsheets include multiple indirect cost categories, some of which may not be applicable to your company. Proposed indirect factors should be in accordance with your established accounting practices; do not attempt to split factors to fit categories specified in the Excel spreadsheets.

5.5 Rounding

All dollar amounts in proposal shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny.

5.6 Statement of Understanding

A statement that the offeror understands all work under any resultant contract will be initiated through issuance of a Notice to Proceed and that the contract will be a FFP effort.

5.7 Schedule B

See Paragraph 5.8 below.

5.8 Firm Fixed Price Rates

Labor categories to be used in schedule pricing can be found in Section L, Attachment 2. Offerors are required to complete and submit firm fixed price rates using the template contained in Section J, Attachment 4. Contract year rate tables are found below.

FIRM FIXED PRICE SUMMARY RATES
(see also Section J, Attachment 4)

GOVERNMENT LABOR CLASSIFICATION	2003 CONTRACT YEAR	2004 CONTRACT YEAR	2005 CONTRACT YEAR	2006 CONTRACT YEAR	2007 CONTRACT YEAR	2008 CONTRACT YEAR	2009 CONTRACT YEAR	2010 CONTRACT YEAR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

NOTE: BASIC CONTRACT YEAR BEGINS FROM 14 JUL 03 AND CONTINUES THROUGH 13 JUL 04. THE FOLLOWING CONTRACT YEARS WILL FOLLOW THE SAME TIME PERIOD.

FIRM FIXED PRICE RATES

CONTRACT YEAR 1: 2003

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

CONTRACT YEAR 2, BASE ESCALATION RATE: _____%

FIRM FIXED PRICE RATES

CONTRACT YEAR 2: 2004

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

CONTRACT YEAR 3, BASE ESCALATION RATE: _____%

FIRM FIXED PRICE RATES

CONTRACT YEAR 3: 2005

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

CONTRACT YEAR 4, BASE ESCALATION RATE: _____%

FIRM FIXED PRICE RATES

CONTRACT YEAR 4: 2006

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

CONTRACT YEAR 5, BASE ESCALATION RATE: _____%

FIRM FIXED PRICE RATES

CONTRACT YEAR 5: 2007

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

CONTRACT YEAR 6, BASE ESCALATION RATE: _____%

FIRM FIXED PRICE RATES

CONTRACT YEAR 6: 2008

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

CONTRACT YEAR 7, BASE ESCALATION RATE: _____%

FIRM FIXED PRICE RATES

CONTRACT YEAR 7: 2009

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

CONTRACT YEAR 8, BASE ESCALATION RATE: _____%

FIRM FIXED PRICE RATES

CONTRACT YEAR 8: 2010

GOVERNMENT LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD %	FRINGE %	SUB-TOTAL	G&A%	TOTAL COST	PROFIT %	RATE PER HOUR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

Attachment L-1: Gross and Net Floor Area Calculations

Proposal Format
GROSS AND NET FLOOR AREA CALCULATION WORKSHEET

OFFEROR: _____ UNIT TYPE: _____

Exterior Wall Thickness: _____ Inches

Gross Square Footage: _____ SF (As defined by A.I.A.)

NET AREA CALCULATIONS:

1. INTERIOR AREA (area within inside finishes of exterior walls):

Dimensions: __ x ____ = ____ SF

_____ x ____ = ____ SF

_____ x ____ = ____ SF

TOTAL INTERIOR AREA = ____ SF

2. EXCLUDABLE AREA (if included in interior area above) (Dimensions to center line of enclosing interior partitions):

(a) Utility Room:

Dimensions: __ x ____ = ____ SF

(b) Laundry Room (if not in utility room)

Dimensions: __ x ____ = ____ SF

(c) Washer and Dryer Space (if not already included in separate utility/laundry room. Allowable is 30 SF)

= ____ SF

(d) Interior Bulk Storage Rooms: (do not include bedroom/bathroom closets and entryway closets)

Dimensions: __ x ____ = ____ SF
_____ x ____ = ____ SF
_____ x ____ = ____ SF

Proposal Format

GROSS AND NET FLOOR AREA CALCULATION WORKSHEET

(Continued)

(a) Furnace/Air Cond/DHW/Ductwork/Stacks (if not included in other excludable areas):

Dimensions: __ x ____ = ____ SF

(b) Greenhouse (if used in a passive solar design):

Dimensions: __ x ____ = ____ SF

(c) Stairway (to basement if included):

Dimensions: __ x ____ = ____ SF

(d) Unfinished attic space and basements; porches, open or screened; terraces and patios; garages; and other solar appurtenances (only if included in interior area calculations):

Dimensions: __ x ____ = ____ SF
_____ x ____ = ____ SF
_____ x ____ = ____ SF

(e) Additional space needed for handicap adaptability (as appropriate and only if not included in other excludable areas):

Dimensions: __ x ____ = ____ SF

(f) TOTAL EXCLUDABLE SPACE = ____ SF

3. NET AREA (subtract 2.j. from 1.):

TOTAL NET AREA = ____ SF
{basic = SF, maximum = _____ SF}

Attachment L-2: Labor Category Qualifications

1.0 **Labor Category Qualification Requirements**: Paragraph 1.1 and 1.2 list minimum personnel requirements associated with the professional services and paragraph 1.3 illustrates core disciplines associated with concept definition and constructability review portions that will be required within this contract. Other disciplines not listed will be required to have comparable qualifications in their field of expertise. Unless otherwise indicated by the CO in writing, the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work specified in individual Task Orders shall be accomplished, reviewed and approved by registered architects or engineers. The Offeror must provide engineers or architects registered to practice in those disciplines required in the state(s)/territories where the work is to be performed. Degrees may not be substituted for experience requirements.

1.1 **Program Manager**: The offeror's program manager shall be responsible for the overall management of tasks performed under this contract and shall be the primary point-of-contact for overall contractual issues. The program manager shall be assigned by the offeror upon award of the contract. He/she shall be responsible for ensuring that practical and effective systems are developed to meet the objectives of the action. The program manager shall also ensure that quality work is completed on schedule and within the allocated budget. The program manger shall have, as a minimum, the following qualifications:

1.1.1 Professional registration in a technically related field such as architect or engineer.

1.1.2 A minimum of ten (10) years Program Management experience at three or more different organizational levels.

1.2 **Project Manager**: The project manager shall be responsible for implementing specific Task Orders issued under this contract. He/she shall evaluate the requirements of a task order and shall develop and implement a plan to meet those requirements. The project manager shall be the primary point-of-contact for an individual Task Order. The project manager shall have, as a minimum the following qualifications:

1.2.1 Professional registration in a technically related field such as architect or engineer.

1.2.2 A minimum of five (5) years Project Management experience at two different organizational levels.

1.3 **Professional Services (Architect/Engineer**): Depending on the stage of the process, the contractor will need a variety of professional labor specialized in technical activities as specified in the basic contract SOW.

1.4 **Concept Definition and Constructability Review Labor Categories**: The following architect/engineering labor categories may be required for the performance of concept definition and constructability reviews as a part of this contract:

Program Manager	Project Manager	Cost Analyst
Architect	Structural Engineer	Civil Engineer
Mechanical Engineer	Electrical Engineer	

Attachment L-3: DAVIS BACON WAGE DETERMINATION

General Decision Number CO020016

General Decision Number CO020016
Superseded General Decision No. CO010016
State: **Colorado**
Construction Type:
RESIDENTIAL
County(ies):

ADAMS	DOUGLAS	MESA
ARAPAHOE	EL PASO	PUEBLO
BOULDER	JEFFERSON	WELD
DENVER	LARIMER	

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	03/29/2002
3	04/05/2002
4	04/19/2002
5	05/03/2002
6	06/21/2002
7	07/05/2002
8	08/16/2002
9	09/13/2002
10	01/10/2003

COUNTY(ies):

ADAMS	DOUGLAS	MESA
ARAPAHOE	EL PASO	PUEBLO
BOULDER	JEFFERSON	WELD
DENVER	LARIMER	

BRCO0007F 01/01/2002

	Rates	Fringes
ADAMS, **ARAPAHOE,** BOULDER, DENVER, DOUGLAS, AND JEFFERSON COUNTIES		
BRICKLAYERS	21.27	6.60

---

* BRCO0007G 05/01/2002

	Rates	Fringes
EL PASO AND PUEBLO COUNTIES		
BRICKLAYERS	21.27	6.60

ELEC0012H 09/01/2002

	Rates	Fringes
PUEBLO COUNTY		
ELECTRICIANS: (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communications Systems)		

Attachment L-3: DAVIS BACON WAGE DETERMINATION – Cont'd

Electrical work over $200,000	23.74	7.94
Electrical work $200,000 or less	18.98	7.94

ELEC0068P 09/01/2002

	Rates	Fringes
ADAMS, **ARAPAHOE,** BOULDER, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES		
ELECTRICIANS (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communications Systems)	20.55	4.89

* ELEC0113H 01/01/2003

	Rates	Fringes
EL PASO COUNTY		
ELECTRICIANS (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)	18.08	3%+7.95

ELEC0969H 10/01/1999

	Rates	Fringes
MESA COUNTY		
ELECTRICIANS (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)	13.00	4%+2.89

ENGI0009G 05/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Bulldozer	19.92	5.47
Motor Grader:		
Blade-rough	19.92	5.47
Blade-finish	20.22	5.47
Roller:		
Self-propelled rubber tires under 5 tons	19.57	5.47
Self-propelled all types over 5 tons	19.92	5.47
Scraper:		
Single bowl under 40 cubic yards	20.07	5.47
Single bowl including pups 40 cubic yards and tandem bowls and over	20.22	5.47
Water Wagon	20.07	5.47

Attachment L-3: DAVIS BACON WAGE DETERMINATION – Cont'd

```
---------------------------------------------------------------
 IRON0024B  11/01/2001
                                      Rates           Fringes
IRONWORKERS, Structural                21.00           5.45
---------------------------------------------------------------
 * PAIN0930A  07/01/2002
                                      Rates           Fringes
GLAZIERS                               25.00           5.55
---------------------------------------------------------------
 PLUM0003B  07/01/2002
                                      Rates           Fringes
ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS (Northern half),
JEFFERSON, LARIMER AND WELD COUNTIES
PLUMBERS (Including HVAC pipe)          14.95           6.45
---------------------------------------------------------------
 PLUM0020E  07/01/2002
                                      Rates           Fringes
PUEBLO COUNTY
PLUMBERS (Including HVAC pipe)
& PIPEFITTERS (Excluding HVAC pipe):
Free Zone - 0 - to 40 miles            19.85           6.81
Zone 1 - 40 miles and over: $19.85 per hour + $32.00 per day
per diem will be paid on projects over 40 miles (Zone 1)
measured in practical driving miles by the shortest route,
beginning at 5th and Main Streets in Pueblo, Colorado, when
the employee stays overnight or drives their own vehicle.
Hazardous Pay: Add $2.20 per hour to $19.85 base rate.
Hazardous pay applies to projects at chemical plants,
steel mills, cement plants, power generator plants, process
piping at manufacturing plants, food processing plants,and
all projects which may present a health hazard or serious
personal injury.
---------------------------------------------------------------
 * PLUM0058G  07/01/2002
                                      Rates           Fringes
EL PASO AND DOUGLAS (Southern half) COUNTIES
PLUMBERS (Including HVAC pipe)
& PIPEFITTERS (Excluding HVAC pipe)    19.96           4.10
---------------------------------------------------------------
 * PLUM0145E  05/01/2002
                                      Rates           Fringes
MESA COUNTY
PLUMBERS (Including HVAC pipe)
& PIPEFITTERS (Excluding HVAC pipe)    21.28           6.45
---------------------------------------------------------------
 PLUM0208D  07/01/2002
                                      Rates           Fringes
ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS (Northern half),
JEFFERSON, LARIMER AND WELD COUNTIES
 PIPEFITTERS (Excluding HVAC
```

Attachment L-3: DAVIS BACON WAGE DETERMINATION – Cont'd

pipe)	26.62	6.54

SHEE0009C 07/01/2001

	Rates	Fringes
SHEET METAL WORKERS:		
HVAC Duct and Installation of HVAC Systems	25.34	8.35

SUCO1031A 12/20/2001

	Rates	Fringes
CEMENT MASONS/ CONCRETE FINISHERS	16.80	
CARPENTERS (Excluding drywall hanging/framing, metal stud work and form building/setting)	16.36	1.38
FORMBUILDERS/FORMSETTERS	12.78	1.98
DRYWALL HANGERS/FRAMERS (Including metal stud work)	17.13	2.63
DRYWALL FINISHERS/TAPERS	13.00	
LABORERS:		
Common	8.86	
Brick Finishers/Tenders	11.25	
Concrete/Mason Tenders	10.00	
PAINTERS (Excludes drywall finishing and taping):		
Brush, Roller and Spray	13.62	3.39
POWER EQUIPMENT OPERATORS:		
Backhoe	12.98	3.31
Front End Loader	16.50	
ROOFERS	14.73	
SHEET METAL WORKERS:		
All Other Work	17.30	4.05
SPRINKLER FITTERS	18.47	3.74

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

Attachment L-3: DAVIS BACON WAGE DETERMINATION – Cont'd

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

Attachment L-4: Sample Task Cost Proposal Template

CSI DIVISION	DESCRIPTION		TOTAL
1	**General Conditions** (direct supervision, field offices, site safety and health, etc.)	**For Sample Task, assume 730 days period of performance. Field offices will be required.**	
2	**Site Construction** (rough and fine grading, utilities, roads, basement excavation and backfill, site amenities and landscaping)	**Not Used for Sample Task.**	
3	**Concrete**		
a	Formwork, accessories, trenching and compacted fill		
b	Steel Reinforcement or Post Tensioning		
c	Concrete placement, finishing and curing		
d	Flatwork such as sidewalks, porches or stoops poured separately		
4	**Masonry**		
a	Foundation related, whether for piers or foundation walls		
b	Wall veneer		
5	**Metals** (lintels, light gauge framing, ornamental railings, etc.)		
6	**Wood and Plastics**		
a	Rough Framing		
b	Finish Carpentry (millwork, shelving, floor trim, door trim, window trim, railings)		
c	Kitchen cabinetry and countertops		
d	Bathroom cabinets, vanities and countertops		
7	**Thermal and Moisture Protection**		
a	Wall waterproofing		
b	Insulation, sealants and other		
c	Roofing and flashing		
8	**Doors, Windows and Hardware**		
a	Exterior and Interior Doors		
b	Windows and blinds		
c	Door Hardware		

CSI DIVISION	DESCRIPTION		TOTAL
9	**Finishes**		
a	Gypsum Board		
b	Flooring		
c	Paint and wall coverings		
10	**Accessories and Specialties** (bathroom mirrors, towel racks, etc.)		
15	**Mechanical**		
a	Plumbing		
b	Fixtures		
c	Air Conditioning		
16	**Electrical**		
a	Power (panels, wiring, and devices)		
b	Light fixtures		
c	Phone, television cable and security		
		CONSTRUCTION SUBTOTAL	
		DESIGN	
		SUB-TOTAL	
		OVERHEAD	
		SUB-TOTAL	
		PROFIT	
		SALES TAX	
		BONDING	
		GRAND TOTAL	

Attachment L-5: Past Performance Document

1.0 Directions: Provide ten (10) Past Performance submittals for the Offeror and two (2) submittals of Past Performance for each teaming partner. Provide separate completed forms for each teaming partner. The information shall be provided in the below format (not to exceed three (3) pages per effort). Provide frank, concise comments regarding performance on the efforts identified.

Offeror (name of prime)

Partner/Subcontractor (name of teaming partner or subcontractor, if applicable)

Small or Large Business (identify if the teaming partner or subcontractor is a large or small business)

CAGE Code (provide the teaming partner's or subcontractor's CAGE Code)

DUNS Code (provide the teaming partner's or subcontractor's DUNS Code)

Project Title (provide the program title of the past performance effort)

Customer (provide the government contracting agency or private sector customer for the last past performance effort)

Contract Type (provide the contract type of the present/ past performance effort)

Customer Points of Contact (provide the name, address, telephone number, fax number, and e-mail address for each Point of Contact. For Government contracts, provide current information on the program manager, contracting officer, administrative contracting officer. For commercial contracts provide points of contact fulfilling the roles of program manager, contracting officer, administrative contracting officer.)

Brief Description of Effort (emphasize why the past performance effort is relevant to the current acquisition)

Present/Past Teaming Experience: Call out if this past performance describes teaming experience among proposed teaming partners or subcontractors.

Technical Uniqueness (address any technical (or other) area about this contract/program considered unique)

Key Individuals (specify, by name, any key individual(s) who participated in this program and are proposed to support this acquisition.

Participation (Describe the nature or portion of the work on the proposed effort to be performed by the business entity being reported here. Also, estimate the percentage of the total proposed effort to be performed by this entity and whether this entity will be performing as the Offeror, joint venture, teaming partner or subcontractor, or a corporate division related to the prime (define relationship).

2.0 Project Specific Data

2.1 Project location, and construction award date (month and year)

2.2 Project scope at award, (number of units)

2.3 Original construction contract amount

2.4 Actual construction contract amount at completion

2.5 Original construction performance period (days)

2.6 Actual construction performance period at contract completion (days)

2.7 Average number of units under construction at one time

2.8 Submission of projects that are common (previously designed and constructed by the proposed team) to the design and the construction team, do not need to be duplicated within this proposal. The offeror's proposal shall indicate clearly those projects that are common.

2.9 The offeror shall provide an explanation for all projects with a five-percent or more growth in either design/construction performance time or in total construction contract cost, as compared to original design performance time and/or to original construction contract cost. Provide an explanation for all occurrences.

3.0 Past Performance Supporting Documentation:

Attach copies of SF 295 & SF 294 (if applicable) for each project submitted herein. This data does not apply against volume page count.

Offerors shall submit documentation of successful past performance in the area of small business concerns subcontracting utilization and corporate commitment to the small business program. Submit examples of similar Design/Build projects in which small business concern subcontractors have been involved. Only relevant and recent information will be considered. The information should contain the extent and type of small business concern subcontracting, the variety of small business subcontractors, and the complexity of the work performed by the small business concern subcontractor. This information will demonstrate offeror's commitment to meet the mandatory requirement to pledge __30%__of the total obligated dollars for this acquisition to small business subcontractors.

Attachment L-6: Past Performance Questionnaire

1.0 Please complete this questionnaire. Handwritten responses are sufficient. If you need more space than that provided, please attach additional pages or write on the back. Responses will be treated as source selection sensitive information. Fax the completed questionnaire to:

NAME:	Mr. Charles T. Wilcox, Jr.
Office:	311 HSW/PKVH
Address	8150 Aeromedical Road
	Brooks City Base, TX 78235-5123
Telephone	210-536-6566
Email	charles.wilcox@brooks.af.mil
Commercial fax:	210-536-3498

2.0 Explanation of codes:

CODE	PERFORMANCE LEVEL
E	EXCEPTIONAL - Performance meets contractual requirements and exceeds many requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with f minor problems for which corrective actions taken by the contractor were highly effective.
V	VERY GOOD - Performance meets contractual requirements and exceeds some requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
S	SATISFACTORY - Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
N	NEUTRAL
M	MARGINAL - Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.
U	UNSATISFACTORY - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

3.0 Please complete the following identifying information and past performance assessment:

(a) Contractor/CAGE code:_____
(b) Contract number: _____
(c) Period of Performance: _____
(d) Negotiated price or cost at award:_____
(e) Current estimated contract dollar amount: _____
(f) Describe project scope (number of units) and contract type (e.g., Design-Build, Turnkey, etc.): _____
_____
_____
_____

4.0 Circle the appropriate letter for each item on the questionnaire and provide supporting narrative.

ASSESSMENT ELEMENTS

(1) Contractor's cost control. How well did the contractor deliver at the agreed-to or estimated price/cost? Describe the reasons for changes to contract value (e.g., scope changes, overrun/underrun, Government/customer-imposed schedule changes, etc.)

E V S M U N

_____
_____
_____
_____

(2) How well did the contractor deliver according to the agreed-to schedule? What were the causes of any schedule variances?

E V S M U N

_____
_____
_____
_____

(3) How well did the product or service meet the mission/customer requirement at the required level of quality?

E V S M U N

_____
_____
_____
_____

(4) How well did the contractor proactively manage cost/price, schedule, performance and risks?

E V S M U N

_____
_____
_____
_____

(5) How well did the contractor keep you informed with detailed program updates (e.g., schedule deviations, cost variances, and changes in scope)?

E V S M U N

_____
_____
_____
_____

(6) How effectively and efficiently did the contractor resolve identified program problems (cost/price, schedule, performance and risks)?

E V S M U N

_____
_____
_____
_____

(7) How well did the contractor manage the job site and subcontractors?

E V S M U N

_____
_____
_____
_____

(8) How well did the contractor capture your needs, preferences, and requirements in the completed design?

E V S M U N

_____
_____
_____
_____

(9) (For Government Agencies) Did the contractor meet the applicable goals for utilization of Small, Small Disadvantaged (SD), and Women Owned Small Business Concerns?

E V S M U N

_____
_____
_____
_____

(10) What is your overall rating of the contractor's performance?

E V S M U N

_____
_____
_____
_____

(11) Identify the contractor's overall strengths and weaknesses.

_____
_____
_____
_____

(12) Given the choice, would you award to this contractor again?

_____
_____
_____
_____

(13) Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract? Please identify contract/program and point of contact.

_____
_____
_____
_____

(14) Is there anyone else to whom we should send this questionnaire? Please identify by name, organization, and phone number.

_____
_____
_____
_____

(If more comment space needed, write on back, or attach pages.)

5.0 Please provide the name, title, address, and phone number of the person completing this questionnaire.

_____
_____
_____
_____

Phone _____ FAX _____

6.0 Thank you for your assistance in this source selection. If you have any questions, please call Mr. Charles T. Wilcox, Jr., Contracting Officer, 210-536-6566.

Attachment L-7: Example Format for Consent Letter

311 HSW/PKVH Date
8150 Aeromedical Road
Brooks City Base, TX, 78235-5123
Attn: Mr. Charles T. Wilcox, Jr.

Dear Mr. Wilcox:

We are currently participating as a (subcontractor/teaming partner) with (Offeror or name of entity providing the proposal) in responding to the Request for Proposal (**F41624-03-R-8034**) Design-Build-Plus (DBP03).

We understand the Government is placing emphasis on past performance in order to obtain best value source selections. In order to facilitate the performance confidence assessment process we are signing this consent letter in order to allow you to discuss our Past Performance information with the Offeror during the source selection process.

Signature and Title of individual who has the authority to sign for and legally bind the company:

Company Name
Company Address
Company CAGE Code
Company Phone Number and Fax Number

Attachment L-8: Example Format for Authorization Letter

311 HSW/PKVH Date
8150 Aeromedical Road
Brooks City Base, TX, 78235-5123
Attn: Mr. Charles T. Wilcox, Jr.

Dear Mr. Wilcox:

We are currently participating as (an offeror) (a subcontractor with (offeror providing the proposal)) (a teaming partner with (offeror providing the proposal)) in response to the Request for Proposal **F41624-03-R-8034** Design-Build-Plus (DBP03).

We understand the Government is placing emphasis on past performance in order to obtain best value source selections. To facilitate the performance confidence assessment process we are signing this authorization letter. We understand this authorization letter will allow the Government and its Performance Risk Assessment Group (PRAG) to discuss our past performance with our commercial customers during the source selection process and to request and obtain information regarding our past performance from our commercial customers. This letter also authorizes our commercial customers to discuss our past performance with the Government and to release information regarding our past performance to the Government.

Signature and Title of individual who has the authority to sign for and legally bind the company.
Company Name
Company Address
Company CAGE Code
Company Phone # and Fax #

SECTION M Evaluation Factors for Award

M-001 SOURCE SELECTION

1.0 Basis for Contract Award

1.1 This requirement is a best value source selection conducted in accordance with Title 10, US Code 2862 “Turn-key” procedures and FAR Part 15, as supplemented by Air Force Federal Acquisition Regulation Supplement (AFFARS) 5315.3 and the AFMC FAR supplement (AFMCFARS) thereto. The Government will select the best overall offer(s), based upon an integrated assessment of Mission Capability, Past Performance, Proposal Risk, and Price/Cost.

1.2 Offeror(s) will submit proposals for evaluation in accordance with the factors set forth in M-002 to determine acceptability or non-acceptability. Offerors are required to submit mission capability, past performance, and price proposals, which will be evaluated separately, in accordance with FAR Part 15.

1.3 Contract(s) may be awarded to the offeror(s) deemed responsible in accordance with the FAR, as supplemented, whose proposal(s) conform to the solicitation’s requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors, to represent the best value to the Government. The Government seeks to award to the offeror(s) who give the Air Force the greatest confidence that it will best meet or exceed the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher priced offeror outweighs the cost difference. To arrive at a source selection decision, the SSA will integrate the source selection team’s evaluations of the evaluation factors and subfactors (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

1.4 Number of Contracts to be Awarded

The Government plans to award four (4) or more 8(a) contracts but reserves the right to award all, some or none.

1.5 Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in Cost/Price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the DBP03 program.

1.6 Correction Potential of Proposals

The Government will consider, throughout the evaluation, the “correction potential” of any deficiency or proposal inadequacy. The judgment of such “correction potential” is within the sole discretion of the Government. If an aspect of an offeror’s proposal not meeting the Government’s requirements is not considered correctable, the offeror shall be eliminated from the competitive range.

1.7 Teams

See Section L, Paragraph 1.1.2.

M-002 EVALUATION FACTORS

2.0 Evaluation Factors and Subfactors and their Relative Order of Importance

Award will be made to the offeror(s) that submit the most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. Four factors are used for this evaluation: Mission capability, Past Performance, Proposal Risk and Cost/Price. Factors **1 and 2 are of equal importance** and **factors 3 and 4 are in descending order of importance**. Factor 3, Proposal Risk, is less important than the first two factors, but more important than Price, Factor 4. In accordance with FAR 15.304(e), the evaluation factors other than cost or price, when combined, are significantly more important than cost or price; however cost/price will contribute substantially to the selection decision.

Factor 1: Mission Capability
- Subfactor 1.1: Technical Qualifications
- Subfactor 1.2: Design Concepts Inclusive Of Technical Solutions
- Subfactor 1.3: Management Approach

Factor 2: Past Performance

Factor 3: Proposal Risk
- Subfactor 3.1: Technical Qualifications
- Subfactor 3.2: Design Concepts Inclusive Of Technical Solutions
- Subfactor 3.3: Management Approach

Factor 4: Cost/Price

A color rating will be assigned (in accordance with M-007) at the subfactor level for Mission Capability. The color rating depicts how well the offeror's proposal meets each subfactor's requirements in accordance with the stated evaluation criteria and solicitation requirements. All factors and subfactors are described below. A proposal risk rating will be assigned (in accordance with M-005) to each of the Mission Capability subfactors. A Performance Confidence Assessment will be assigned to the Past Performance factor. Performance confidence represents the Government's assessment of the probability of an offeror successfully performing as proposed and is derived from an evaluation of the offeror's present and past work record. Price/cost will be evaluated as described in paragraph 2.4 below. When the integrated assessment of all aspects of the evaluation is accomplished, the color ratings, proposal risk ratings, performance confidence assessment, and evaluated price/cost will be considered in the order of priority listed in M-002. Any of these considerations can influence the SSA's decision.

2.1 Factor 1: Mission Capability

2.1.1 Subfactor 1.1: Technical Qualifications. Experience of the Firms: Experience as it applies to this subfactor consists of both new construction and renovation activity within the last 3 years. This subfactor is met when the teaming entity or its members (acting as prime or first tier team member) demonstrates all of the following (listed in no particular order of importance)

(a) Housing Construction: Successful construction of three (3) completed design-build projects with a minimum of 100 units each.

The following is desirable: (1) projects spread across multiple geographical regions, (2) Military Family Housing projects, (3) More than one completed large scale projects in excess of 200 units each, (4) Completion of 10 or more design-build projects of a minimum of 100 units each.

(b) Housing Design: Completion of design of three (3) design-build projects with a minimum of 100 units each, to include neighborhood master plan development

The following is desirable: (1) projects spread across multiple geographical regions, (2) Military Family Housing projects.

2.1.2 Subfactor 1.2 Design Concepts Inclusive of Technical Solutions.

This subfactor is met when the offeror provides all of the following Dwelling Unit Design requirements (listed in no particular order):

(a) Interior Considerations.

Floor plans that meet the basic functional requirements consistent with the Sample Task SOW and the AFFHG. It is desirable that floor plans demonstrate outstanding floor plans that demonstrate exceptional open space planning and visual definition, highly efficient circulation patterns, highly functional relationships, outstanding flexibility in furniture placement, and privacy screening.

(b) Exterior Considerations.

Exterior elevations that incorporate a variety of architectural options, demonstrate compatibility to the local environment, and meet the requirements for vehicle parking, service yards, patios and privacy areas (including screening). It is desirable that the proposals demonstrate excellent use of materials (to include green building/sustainable design considerations with regards to the Sample Task location), and creative and innovative architectural detailing.

(c) Kitchens/Cabinets/Countertops.

Kitchen layouts and associated cabinetry that demonstrate adequate, functional, and useable workspace (work triangle) and provide occupants efficient food preparation areas and the ability to effectively manage storage needs. It is desirable to demonstrate innovative, outstanding kitchen layouts, and creative design of premium storage/counter space areas.

(d) Exterior and Interior Bulk Storage/Utility space.

Required exterior and interior bulk storage/utility space that meet the basic functional requirements of the Sample Task SOW and incorporate AFFHG placement guidelines. It is desirable to demonstrate highly efficient, exceptional considerations to bulk storage/utility space accessibility as it relates to window/door placement.

2.1.3 Subfactor 1.3: Management Approach.
This subfactor is met when the teaming entity demonstrates (listed in no particular order of importance):

(a) The ability to effectively manage three concurrent, geographically separated, design-build projects with a minimum scope of 100 housing units each.

(b) The ability to communicate and distribute responsibilities effectively by coordinating all first-tier team members in the performance of Design-Build Plus projects in support of the Statement of Work.

(c) A viable corporate QA/QC program to handle and resolve internal conflicts (e.g., resource/manpower allocation, design discrepancies, latent conditions, etc.).

(d) Proof of teaming entity excess bonding capacity to carry a construction program effort valued (specific to this solicitation) at $50,000,000 of concurrent work within the 8(a) set aside competition. The following is desirable: bonding capacity in excess of twice the stated amount,

(e) Solid financial standing, based on the DCAA analysis of financial capability risk assessment, and demonstrated corporate ability to manage funds in the diverse order of magnitude conveyed within this solicitation.

2.2 Factor 2: Past Performance

Under this factor, the Government will evaluate an Offeror's present and past work record in order to assess the Government's confidence in an Offeror's ability to successfully perform as proposed. The Government will evaluate the Offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The past performance evaluation is accomplished by reviewing aspects of an Offeror's relevant present and past performance, focusing on and targeting performance which is relevant to the Mission Capability Subfactors. In determining relevance, consideration will be given to program similarity, project complexity, technical diversity, integration experience, contract/subcontract management, contract type, and schedule. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.

The Government will not evaluate an Offeror's organizational past performance on the basis of the personal past performance of the Offeror's key personnel. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. As a result of an analysis of those risks and strengths identified, each Offeror will receive an integrated Performance Confidence Assessment, which is the rating for the past performance factor. Although this evaluation focuses on performance that is relevant to the Mission Capability Factor and Subfactors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance.

In addition to evaluating the extent to which the offeror's performance meets technical requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance, timeliness and accuracy of data submittals), warranty resolution, reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

The following are the definitions for assigning the relevancy to the offeror's past and present contracts:

RATING	DEFINITION
HIGHLY RELEVANT	The magnitude of the effort and the complexities on this contract are essentially what the solicitation requires.
RELEVANT	Some dissimilarity in magnitude of the effort and/or complexities exist on this contract, but it contains most of what the solicitation requires.
SOMEWHAT RELEVANT	Much less or dissimilar magnitude of effort and complexities exist on this contract, but it contains some of what the solicitation requires.
NOT RELEVANT	Performance on this contract contains relatively no similarities to the performance required by the solicitation.

Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate effectiveness. Offeror's without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor. More recent and relevant performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance will be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance. Past Performance information will be obtained through the Architect/Engineer Contract Administrative Support System (ACASS) and Construction Contractor Appraisal Support System (CCASS), similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources. Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. Each Offeror will receive one of the ratings described below:

RATING	DEFINITION
EXCEPTIONAL/ HIGH CONFIDENCE	Based on the Offeror’s performance record, essentially no doubt exists that the Offeror will successfully perform the required effort.
VERY GOOD/ SIGNIFICANT CONFIDENCE	Based on the Offeror’s performance record, little doubt exists that the Offeror will successfully perform the required effort.
SATISFACTORY/ CONFIDENCE	Based on the Offeror’s performance record, some doubt exists that the Offeror will successfully perform the required effort.
NEUTRAL/ UNKNOWN CONFIDENCE	No performance record identifiable (see FAR 15.305(a)(2)(iii) and (iv)).
MARGINAL/ LITTLE CONFIDENCE	Based on the Offeror’s performance record, substantial doubt exists that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to achieve contract requirements.
UNSATISFACTORY/ NO CONFIDENCE	Based on the Offeror’s performance record, extreme doubt exists that the Offeror will successfully perform the required effort.

2.3 Factor 3 - Proposal Risk

Refer to Paragraph M-005 below.

2.4 Factor 4: Price/Cost

Refer to Paragraph M-006 below.

M-003 DISCUSSIONS

3.0 The Government reserves the right to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, Offeror responses to Evaluation Notices (ENs), and the Final Proposal Revision (FPR) will be considered in making the best value decision.

M-004 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

4.0 Offerors are required to meet all minimum technical requirements and all solicitation requirements, such as terms and conditions, representations and certifications, in addition to those identified as factors and subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation and minimum technical requirements may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

M-005 PROPOSAL RISK

5.0 Each subfactor under the Mission Capability factor will also be a subfactor under the Proposal Risk factor. Proposal risk assessment focuses on the risks and weaknesses associated with an Offeror's proposed approach and include an assessment of the potential for disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For each identified risk, the assessment also addresses the Offeror's proposal for mitigating the risk and why that approach is or is not manageable. The Government will use all documents the Offeror submits in accordance with Section L in this evaluation. Each Proposal Risk subfactor will receive one of the following ratings.

Proposal risk relates to the identification and assessment of the risks, weaknesses and strengths associated with the proposed approach as it relates to accomplishing the requirements of the solicitation. Proposal Risk will be assessed at the subfactor level and will not be rolled up to the factor level of evaluation. The following definitions will be used when assessing proposal risk:

HIGH (H) — Likely to cause significant disruption of schedule, increased cost, or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close Government monitoring.

MODERATE (M) — Can potentially cause some disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.

LOW (L) — Has little potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

M-006 PRICE CRITERIA

6.0 The sample task proposals will be the basis for evaluating price for contract award decision purposes. Price analysis will be conducted for each offeror's proposal. The following applies to that evaluation:

6.1 Price Reasonableness

The price evaluation team will evaluate offerors proposals for price reasonableness and completeness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. A proposal is complete when all cost data required under section L of the RFP is provided in the format prescribed. Price reasonableness will be evaluated based upon a comparison of individual sample task cost elements and total proposed prices among offerors. Proposed cost/prices will also be evaluated for reasonableness via a comparison to the Independent Government Estimate.

6.2 Cost Realism

The price evaluation team will evaluate offerors' proposed costs for realism. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each offerors' proposed cost estimate to determine whether the proposed cost elements:

- Are realistic for the work performed
- Reflect a clear understanding of the contract requirements
- Are consistent with the offerors' technical proposal

Cost realism will be evaluated based upon a comparison of proposed cost elements to the offerors' technical proposals, and to the IGE.

Fully Burdened Labor Rates: Although these rates will not be evaluated as part of the selection process, they will be evaluated for reasonableness and realism based on DCAA rate reviews and base labor rate comparisons to rates published at various internet sites, such as http://www.salary.com.

M-007 COLOR RATING.

7.0 Each subfactor within the Mission Capability will receive one of the following color ratings, based on the assessed strengths and proposal inadequacies of each Offeror's proposal as they relate to each of the Mission Capability subfactors. Subfactor ratings shall not be rolled up into an overall color rating for the factor.

COLOR	RATING	DEFINITION
BLUE	EXCEPTIONAL	Exceeds specified minimum performance, or capability requirements in a way beneficial to the Air Force.
GREEN	ACCEPTABLE	Meets specified minimum performance, or capability requirements necessary for acceptable contract performance.
YELLOW	MARGINAL	Does not clearly meet some specified minimum performance, or capability requirements necessary for acceptable contract performance, but any proposal inadequacies are correctable.
RED	UNACCEPTABLE	Fails to meet specified minimum performance, or capability requirements. Proposals with an unacceptable rating are not awardable.

Headquarters Air Force Center for Environmental Excellence

Basic Statement of Work
Design-Build Plus 03
(DBP03)

14 Mar 03

Prepared by: HQ AFCEE/DCM

Basic Statement of Work

Design Build Plus 03

Table of Contents

1. **Introduction**
2. **Purpose**
3. **Scope**
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5. **Applicable Documents**
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1.0 Introduction: This Statement of Work (SOW) sets forth basic requirements for construction programs and projects of the Design-Build-Plus 03 (DBP03) construction program. This construction program will require performance at various Air Force installations worldwide for full and open and nationwide for 8(a) set aside. DBP03 is a follow-on acquisition to Design Build Plus (DB+). Historically, the Air Force has used the familiar Design-Bid-Build (D-B-B), Design-Build (D-B), and Architectural/Engineering (A/E) professional services to meet its design and construction requirements. DBP03 is a process that effectively joins aspects of D-B-B and D-B with A/E professional services. This SOW implements DBP03 as an additional process for fulfilling Air Force design and construction requirements.

2.0 Purpose: Under this contract the Headquarters Air Force Center for Environmental Excellence (AFCEE) Design and Construction (DC) Directorate will use the DBP03 process in addition to traditional processes to construct Air Force military family housing, commercial and institutional facilities worldwide. The DBP03 contractors may be tasked to assist in planning, programming and design support. These support activities include site investigations, planning, programming, and design development and constitute the Concept Definition (CD) Phase of the DBP03 process. During the CD Phase, DBP03 contractors may also be tasked with validating construction price/cost and scheduling. During the construction phase, DBP03 contractors will complete project design and construction, and will deliver and warrant the facility. Overall, DBP03 will be focused primarily on military family housing and secondarily, on commercial projects, institutional projects and community development projects.

3.0 Scope

3.1 Management Objectives: It is the Government's intention to bring a DBP03 contractor into the Concept Definition (CD) Phase as a project development team member. Upon the completion of the CD Phase, the Government intends to enter the Construction Phase by negotiating a price and schedule with this DBP03 contractor and subsequently awarding to this DBP03 contractor a task order to complete the design and to construct, deliver, and warrant the project. The Government reserves the right, however, to award DBP03 task orders for either CD Phase or Construction Phase requirements only, as well as for traditional Design-Build (D-B), Design-Bid-Build (D-B-B), or Turnkey requirements.

3.2 Background and DBP03 Concept:

3.2.1 Procurement History: The Air Force Center for Environmental Excellence (AFCEE) procures Air Force facilities by way of multiple Government contracts. Over the last decade, the Design and Construction Directorate (AFCEE/DC) has met Air Force facility requirements by using traditional D-B-B, D-B, and Turnkey acquisitions.

3.2.2 Design-Build Plus 03: Essentially, Design-Build-Plus (DBP03) is an enhancement of the traditional D-B process inasmuch as it allows the constructor (the DBP03 contractor) to be integrated into the CD Phase. This integration will allow the DBP03 contractor's design team to be involved with a project early on and thus, facilitate the DBP03 contractor's long-term

understanding of the Air Force's project requirements. Moreover, the DBP03 contractor's integration into the CD Phase will allow for independent surveys of existing conditions, collaborative participation, and resolution of building concerns prior to the start of construction. Given the DBP03 contractor's envisioned level of involvement, the DBP03 contractor, like the Design-Build (D-B) contractor, will serve as both the Architect of Record for completed projects as well as the Contractor of Record.

3.2.2.1 Concept Definition: Concept Definition (CD) is the design phase of the DBP03 process. This design phase is divided into two sub-phases: 1.) Planning and Programming and 2.) Project Definition validation and support. During the CD effort, the Government may either perform CD activities in-house or employ a professional consultant herein after referred to as the CD AE. Whether the Government or a professional consultant, the provider of CD services is primarily responsible for the development of the CD products and preparation of the RFP for the project. Details regarding CD Phase requirements will be provided at the task order level and as noted in the following subparagraphs.

3.2.2.1.1 Planning and Programming: The DBP03 contractor shall provide investigative services, actively participate in constructability reviews of planning/programming documents, and prepare or assist with the preparation of planning/programming documents. The results will be incorporated into the documentation that will be used in the Project Definition sub-phase.

3.2.2.1.2 Project Definition: The DBP03 contractor may provide investigative services, actively participate in constructability reviews of concept definition products, review and validate estimated project costs against the construction cost limitation (CCL), and assist in the preparation of proposal documents for the same project. Investigative services consist of, but are not necessarily limited to: Geo-technical studies, hazardous materials surveys, topographical surveys, verification of existing as-builts, traffic studies, and value engineering. It is the intent of the Government to require the DBP03 contractor to use the results of these studies and investigative services as part of its cost validation efforts and again during the construction phase of the project. The results of all DBP03 surveys, investigations and constructability reviews may be incorporated into the project's final CD Phase documents at the discretion of the Government. See paragraph 7 for possible CD Phase tasks at the task order level.

3.2.2.2 Working Drawings, Construction, Delivery & Warranty: At the conclusion of the CD phase, the Government will issue a separate Task Order and thus, transition from the Concept Definition Phase to the Construction Phase. During the Construction Phase, design completion, construction, and the delivery and warranting of the project/facility takes place. It is the intent of the Government to require the DBP03 contractor to use the results of studies and investigations conducted during the CD Phase by the same or a different DBP03 contractor. If the same DBP03 contractor performs these studies and investigations during the CD Phase and is awarded the Construction Phase task order for essentially the same project, then the DBP03 contractor is responsible for the results of its efforts during the CD Phase. See paragraph 7 for possible Construction Phase tasks at the task order level.

3.2.2.2.1 Design: Prior to beginning onsite construction, the DBP03 contractor, as directed in the RFP, will initiate the Construction Phase by completing project working drawings and the various plans and schedules, including a construction schedule using PERT, CPM, or NAS scheduling tools, and obtaining submittal approvals and permits. Working drawings and specifications shall comply with codes, laws and the RFP. The working drawings shall be submitted for review as directed in the task order statement of work. The DBP03 contractor shall be responsible for implementation, coordination, and execution of all regulatory reviews, ensure technical adequacy of the final design, and provide quality control of all phases of the task order. Further details regarding design requirements will be provided at the task order level.

3.2.2.2.2 Construction: Upon the approval of the Contracting Officer or Administrative Contracting Officer, the DBP03 contractor may commence onsite construction activities. Further details regarding construction management requirements, inspection and testing, construction facilities and temporary controls, environmental protection, quality control system, construction quality control, and project closeout will be provided at the task order level.

3.2.2.2.2.1 On-Site Field Oversight: The DBP03 contractor shall provide the manpower, equipment, material, services, and transportation necessary to ensure oversight services during the construction phase of each task order. Further details regarding construction management requirements, inspection and testing, construction facilities and temporary controls, environmental protection, quality control system, construction quality control, and project closeout will be provided at the task order level.

3.2.2.2.2.2 Pre-Final Inspection: The DBP03 contractor shall conduct a pre-final walk through inspection and publish the pre-final inspection findings in a pre-final inspection report. Further details regarding construction management requirements, inspection and testing, construction facilities and temporary controls, environmental protection, quality control system, construction quality control, and project closeout will be provided at the task order level.

3.2.2.2.2.3 Final Inspection: The DBP03 contractor shall conduct a final inspection and publish the findings in a Final Inspection Report in accordance with the format specified at the pre-construction conference and the RFP/RFQ. The inspection shall concentrate on the items identified at the pre-final inspection and recorded in the pre-final report. The final inspection report shall also certify that all items of the design have been implemented and that the construction is complete. The final inspection report shall also include a record of "signed and sealed" as-built drawings and specifications verifying that all development standards have been met. At the final inspection, the DBP03 contractor shall present a completed DD Form 1354, Transfer and Acceptance of Real Property to the Base Civil Engineer (BCE) for signature and acceptance. Further details regarding construction management requirements, inspection and testing, construction facilities and temporary controls, environmental protection, quality control system, construction quality control, and project closeout will be provided at the task order level.

3.2.2.2.2 Delivery/Warranty: The DBP03 contractor shall complete all inspection and commissioning requirements prior to final inspection. Following final inspection, the DBP03

contractor shall deliver to the Government the as-built drawings in the format and media as required by the task order. Further details regarding project closeout will be provided at the task order level. The warranty shall be issued in accordance with FAR 52.246-21. Extended warranties offered by the DBP03 contractor and its subcontractors or suppliers may be accepted by the Government at its discretion.

4.0 Not Used

5.0 Applicable Documents: The Air Force Family Housing Guide for Planning, Programming, Design and Construction (December 1995) and as amended establishes the minimum baseline requirements and is provided as a reference to this Statement of Work. Commercial and institutional construction requirements will be addressed on a case-by-case basis within individual task orders. A comprehensive listing of applicable references can be found in the Appendix of this guide. Base specific documents will be identified at the task order level. Also, the DBP03 contractor shall comply with all applicable (1) Federal, state, local and agency laws; statutes, ordinances, instructions, manuals, handbooks, regulations, guidance, policy letters and rules (inclusive of changes and amendments), (2) Presidential Executive Orders in effect on the date of issuance of each task order, and (3) Host Nation Agreements (HNA) and Status of Forces Agreements (SOFA) for international projects.

6.0 Administrative

6.1 Meetings, Conferences, Site Visits

6.1.1 Post Award Meeting/Teleconference, Progress Meetings & Design Integration Meetings. After the issuance of a task order, the DBP03 contractor shall attend all meetings/teleconferences at the location specified by the Contracting Officer's Representative (COR).

6.1.2 Meeting Minutes. The DBP03 contractor shall prepare and publish all meeting minutes following ACO approval, track all action items assigned, and shall document all items discussed at a meeting as well as a meeting's attendees.

6.2 Special Notification

6.2.1 Health Risks. The DBP03 contractor shall immediately report to the ACO, via telephone, any data or results generated during investigations pursuant to task orders which may indicate any potential imminent health risk to contracted or federal personnel, or to the public at large. Following this telephone notification, the DBP03 contractor shall prepare a written notice with supporting documentation and deliver it to the COR within three (3) working days. The DBP03 contractor shall provide written notification in the form of a signed letter scanned into Adobe Acrobat Portable Document Format (*.pdf) and send it to the Contracting Officer or the Administrative Contracting Officer (ACO) (if one is established) via email. Upon request of the

COR, the DBP03 contractor shall provide pertinent raw laboratory data (e.g., chromatograms, etc.) within three (3) weeks of the telephone notification.

6.3 Work Site Requirements

6.3.1 Safety Requirements: The DBP03 contractor shall conduct its operations in accordance with FAR Part 52.236-13 and Alternate 1.

6.3.2 Storage: The DBP03 contractor shall conduct its operations in accordance with FAR Part 52.236-10.

6.3.3 Security: The DBP03 contractor shall obtain and monitor security badges used by its own staff during the duration of this contract.

7.0 Listing of Possible Tasks:

7.1 Planning And Programming: The project/program specific requirements will be specified at the task order level, and include, but are not limited to, site investigation, hazardous material surveys, topographical surveys, traffic studies, base comprehensive compliance surveys, utilities locating and surveying, maintainability and constructability reviews, programmed amount validation, construction permitting, environmental permitting, value engineering, site study and selection, requirements document development, project management plan development, DD Form 1391 preparation, and other project and /or program planning/programming activities required to satisfy higher authority requirements.

7.2 Concept Definition/Design: The project/program specific requirements will be specified at the task order level, and include, but are not limited to, the elements listed in paragraph 7.1 above, as well as other project and/or program concept definition activities required to satisfy higher authority requirements, codes, laws, ordinances, and Executive Orders. However, the emphasis during the concept definition activities is ensuring the development of a Request for Proposal or Request for Quote by the Government's CD AE. This product must clearly define the project requirements in terms of either performance, appearance, criteria and/or specification with enough detail that the DBP03 contractor can provide a quote with reasonable performance, cost (within the Construction Cost Limitation) and schedule risk. Greater emphasis shall be placed on maintainability, constructability, construction cost validation, RFP/RFQ document clarity, and satisfaction of customer requirements and needs.

7.3 Technical Services: The DBP03 contractor is the "Architect of Record" and, as such, will sign and seal all completed designs. The DBP03 contractor is accountable for all aspects of the final design under Federal, State and applicable local laws. For reference purposes, a "completed design" within the DBP03 process includes, (1) the design which is developed within the design and review process following Concept Definition and (2) as-built drawings accurately reflecting any modifications to (1) above.

7.4 Summary Status Reports. The DBP03 contractor shall provide weekly and monthly progress reports for all task orders assigned. Quarterly reports detailing small business participation shall also be provided. The small business quarterly reports will be used to verify small business participation and will be reviewed as part the Fair Opportunity selection criteria for follow-on task order awards. The information shall contain the extent and type of small business concern subcontracting, the variety of small business subcontractors, and the complexity of the work performed by the small business concern subcontractor. All information will be maintained in an electronic database (compatible with Microsoft Office Professional, current version) to facilitate summary retrievals. Reports will be acceptable in contractor format unless otherwise noted in Task Order Statement of Work.

7.5 Quality Control (QC) Oversight: The DBP03 contractor shall review, plan and/or develop QC procedures for each task order and submit for government approval.

7.6 Design-Build (D-B) Construction: The DBP03 contractor shall manage and perform D-B construction work as defined in the task order. The following are typical D-B construction task order requirements: completion of working drawings, permitting, construction, construction management, scheduling, inspection and testing, maintaining construction facilities and temporary controls, environmental protection, quality control, construction quality control, and project closeout. However, specific requirements will be provided at the task order level.

ATTACHMENT 2

SOLICITATION NO. F41624-03-R-8034

DAVIS BACON ACT
WAGE DETERMINATIONS

To be specified in individual Task Orders issued hereunder.

ATTACHMENT 3

SOLICITATION NO. F41624-03-R-8034

SPECIFICATIONS FOR INDIVIDUAL PROJECTS

To be specified in individual Task Orders issued hereunder.

FIRM FIXED PRICE SUMMARY RATES

GOVERNMENT LABOR CLASSIFICATION	2003 CONTRACT YEAR	2004 CONTRACT YEAR	2005 CONTRACT YEAR	2006 CONTRACT YEAR	2007 CONTRACT YEAR	2008 CONTRACT' YEAR	2009 CONTRACT YEAR	2010 CONTRACT YEAR
PROGRAM MANAGER								
PROJECT MANAGER								
ARCHITECT								
CIVIL/STRUCTURAL ENGINEER								
MEP ENGINEER								
COST ANALYST								

NOTE: BASIC CONTRACT YEAR BEGINS FROM 14 JUL 03 AND CONTINUES THROUGH 13 JUL 04. THE FOLLOWING CONTRACT YEARS WILL FOLLOW THE SAME TIME PERIOD.