

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HDEC03-12-R-0003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11-Jun-2012	PAGE OF PAGES 1 OF 40
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE	6. PROJECT NO. DE09MP05
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7. ISSUED BY DEFENSE COMMISSARY AGENCY CONSTRUCTION - DESIGN BRANCH 2250 FOULOIS STREET, SUITE 3 LACKLAND AFB TX 78236 TEL: FAX:	CODE HDEC03	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME JOHN S. BANDY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 210671-5283
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*
 Design-Build New Commissary, Maxwell AFB - Gunter Annex, AL

The contractor shall provide all plant, labor, materials, mobilization, and general conditions necessary to accomplish Project No. DE09MP05, Design-Build New Commissary, Maxwell AFB – Gunter Annex, AL. Award will be made to the offeror who provides the best value low est price technically acceptable responsible offer.

This contract will be awarded and administered by the Defense Commissary Agency (DeCA). Funding and payment information will be provided by DeCA at the time of award. The performance period for this project will be 730 calendar days after issuance of the Notice to Proceed.

The magnitude of construction is between \$10,000,000 and \$25,000,000.

Predominant NAICS Code is 236220. Business size standard is \$33,500,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 730 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 11 Jul 2012 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>									
OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>				
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>				
					See Item 14				
CODE		FACILITY CODE							
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>									
AMOUNTS		SEE SCHEDULE OF PRICES							
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED:									
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA							
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY:			CODE	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes 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 <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE		TEL:		EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.		
	COMMISSARY BUILDING CONSTRUCTION FFP FFP - Provide all plant, labor, equipment, and materials necessary to complete all building construction within the 5-ft line of the Commissary. DeCA Construction Funds FOB: Destination PURCHASE REQUEST NUMBER: DECAAAA12139000101				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.		
	SITE WORK FFP FFP - Provide all plant, labor, equipment, and materials necessary to complete all clearing, earthwork, paving, site utilities, landscaping and all other site work outside the 5-ft line of the Building. DeCA Construction Funds FOB: Destination PURCHASE REQUEST NUMBER: DECAAAA12139000102				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Dollars, U.S.		

COMMISSARY EQUIPMENT
 FFP
 FFP - Provide all plant, labor, equipment, and materials necessary to provide all Commissary equipment, including all items specifically identified in the table contained in Section 01 26 00 of the DeCA Design Criteria as Equipment, with the exception of decor. DeCA Equipment Funds
 FOB: Destination
 PURCHASE REQUEST NUMBER: DECAAAA12139000103

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Dollars, U.S.		

COMMISSARY DÉCOR
 FFP
 FFP - Provide all plant, labor, equipment, and materials necessary to provide all Commissary décor (wall graphics, wallpaper, interior and exterior signage, banners). DeCA Equipment Funds
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Dollars, U.S.		

COMMISSARY DESIGN
 FFP
 FFP - Provide all plant, labor, equipment, and materials necessary to complete all design work related to the new Commissary and associated parking, utilities, and other site work, not including the asbestos removal, demolition, and closing-in of the existing Commissary, Building 811. DeCA Design Funds
 FOB: Destination
 PURCHASE REQUEST NUMBER: DECAAAA12139000105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Dollars, U.S.		

ASBESTOS ABATEMENT
 FFP
 FFP - Provide all plant, labor, equipment, and materials necessary to complete all asbestos abatement required for this project. Maxwell AFB Funds
 FOB: Destination
 PURCHASE REQUEST NUMBER: DECAAAA12139000106

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	PARTIAL DEMOLITION & CLOSING IN OF B-811 FFP FFP - Provide all plant, labor, equipment, and materials necessary to perform partial demolition of Building 811, including utilities, foundations, and all associated work, as well as closing in exterior building walls. Maxwell AFB Funds FOB: Destination PURCHASE REQUEST NUMBER: DECAAAA12139000107	1	Dollars, U.S.		

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

Specifications and Drawings for DeCA Project No. DE09MP05 are not attached hereto, but form part of this solicitation and subsequent contracts. They are currently available at:

http://www.commissaries.com/business/construction_business_opps.cfm

Section E - Inspection and Acceptance

SECTION E

The Defense Commissary Agency (DeCA) has a contract with Parsons Infrastructure & Technology Group, Inc. This contractor will provide Program Management Assistance to DeCA. This contractor will be designated as the Government’s designated Technical Inspector (TI).

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	730 dys. ADC	1	GUNTER AFB COMMISSARY STORE DIRECTOR 115 NORTH TURNER BOULEVARD MAXWELL GUNTER AL 36114-3327 FOB: Destination	HQCSJB
0002	730 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSJB
0003	730 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSJB
0004	730 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSJB
0005	730 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSJB
0006	730 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSJB
0007	730 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSJB

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

Section G - Contract Administration Data

SECTION G

Section B (CLINs 0001 – 0007) will be awarded and administered by the Defense Commissary Agency (DeCA). Funding and payment information will be provided by DeCA at the time of award.

WIDE AREA WORKFLOW (WAWF)**WIDE AREA WORKFLOW (WAWF) INVOICING INFORMATION:**

All invoices shall be submitted electronically to DFAS Columbus via <https://wawf.eb.mil/> in accordance with DFARS Clause 252.232-7003, *Electronic Submission of Payment Requests AND Receiving Reports (MAR 2008)*. The full text of this clause can be found at: <http://farsite.hill.af.mil/>.

CONTRACTOR: This contract requires the type of invoice to be used as “**Invoice and Receiving Report (Combo)**”. **Pay DoDAAC:** Block 18a of the contract. **Admin DoDAAC:** Block 9 of the contract. **Ship to DoDAAC:** Located in 15 of the contract, or for delivery to multiple locations and freight forwarders, locate the ship to DoDAAC in the item number information. A separate Invoice shall be submitted for each store location.

STORE: After you sign the receiving report in WAWF, add the email address of the contracting POC above to generate a copy of the receiving report to the POC.

UID REQUIREMENTS: UID information must be completed on the invoice for any property requiring UID identification and/or valuation by the contract.

Payment Status can be obtained by checking the Misc Info Tab on your invoice in WAWF and on the MyInvoice link or at <https://myinvoice.csd.disa.mil/index.html>.

Payment Inquires: Payment questions can be addressed by calling Customer Service, DFAS-Columbus, OH at 800-756-4571, Opt 2, Opt 2.

Technical Assistance with WAWF: Ogden Help Desk, 1-866-618-5988, Opt 2, Opt 3

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

CLAUSES INCORPORATED BY FULL TEXT

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

- (1) Workmen's Compensation: As required by law of the State of Alabama
- (2) Employer's Liability: \$100,000
- (3) Comprehensive General Liability: \$500,000 each occurrence.

52.233-4500 INDEPENDENT REVIEW OF AGENCY PROTESTS (NOV 2011)

Offerors/bidders may submit their agency protest directly to the contracting officer or request an independent review at a level above the contracting officer. The independent review is available as an alternative to consideration of the agency protest by the contracting officer. The independent review is not an appeal of the contracting officer's decision on an agency protest.

Agency protests for consideration by the contracting officer must be submitted to the issuing office indicated on the face of the solicitation. Agency protests for consideration by a level above the contracting officer must be submitted to:

Defense Commissary Agency
ATTN: LEA (HQ Acquisition)
1300 E Avenue
Fort Lee, Virginia 23801-1800

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

- (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract with any corporation that –
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	DEC 2010
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005

52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
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	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	MAY 2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
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	OCT 2010
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
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 Alt I	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
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011

252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **ten (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the end date determined by applying the proposed period of performance to the date established by the notice to proceed. The time stated for completion shall include final clean-up of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,387.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

Cost of components means--

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

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

manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

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

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

Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2012)

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

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

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

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg,

Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

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

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

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

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

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

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

NONE

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
 Include other applicable supporting information.

(End of clause)

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

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

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **consulting engineers using standard industry methodology for site surveys, auger and core borings, etc.**

(b) Weather conditions: **Data from the local weather bureau.**

(c) Transportation facilities: **N/A.**

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<https://www.acquisition.gov/Far/>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **Department of Defense FAR Supplement (DFARS)** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

CD Titled:

RFP Documents, Design/Build New Commissary, Gunter Annex, Maxwell AFB, Alabama, dated 01 May 2012, which are available at:

http://www.commissaries.com/business/construction_business_opps.cfm

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

<u>SECTION J</u>			
<u>ATCH #</u>	<u>DOCUMENT</u>	<u>PAGES</u>	<u>DATE</u>
1	Specifications – SEE SECTION C		1 May 2012
2	Drawings – SEE SECTION C		1 May 2012
3	DOL General Decision Bldg AL120058	4	13 Apr 2012
4	DOL General Decision Highway AL120007	4	6 Jan 2012
5	Section L – Instructions to Offerors Addendum to FAR 52.215-1	6	Undated
6	Section M – Evaluation Factors for Award	7	Undated
7	Past Performance Questionnaire	7	Undated
8	Project Summary	2	Undated

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.223-4	Recovered Material Certification	MAY 2008
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

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

(2) The small business size standard is **\$33,500,000.00**.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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-----	-----	-----	-----
-----	-----	-----	-----

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

Federal contracts and grants with total value greater than \$10,000,000 means--

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
29.9%	6.9%

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

Compliance Programs office.

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Alabama, Montgomery County, Gunter AFB, Montgomery**.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2012)

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

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

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
52.225-10	Notice of Buy American Act Requirement--Construction Materials	FEB 2009

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-fixed-price (FFP)** contract resulting from this solicitation.

(End of provision)

52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check,

irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **twenty (20)** percent of the bid price or **\$3,000,000.00**, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**HQ DeCA/LEAAF
Attn: Mr. John Bandy
2250 Foulis St., Suite 03
Building 8400
Lackland AFB, TX 78236-1024**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

21 June 2012 at 0900 local time

(c) Participants will meet at--

**Maxwell AFB – Gunter Annex
Gunter AFB Commissary, Bldg 811
115 North Turner Blvd.
Gunter AFB, AL 36114-3327**

See Attachment 5 for more information.

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

None.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

INSTRUCTIONS TO OFFERORS

See Section L Instructions to Offerors Addendum to FAR 52.215-1 at Attachment 5.

Section M - Evaluation Factors for Award

EVALUATION FACTORS

See Section M Evaluation Factors for Award at Attachment 6.

General Decision Number: AL120058 04/13/2012 AL58

Superseded General Decision Number: AL20100058

State: Alabama

Construction Type: Building

County: Montgomery County in Alabama.

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

Modification Number	Publication Date
0	01/06/2012
1	04/13/2012

ENGI0312-007 09/01/2011

	Rates	Fringes
Operating Engineers:		
Crane, Cherry Picker, Forklift, and Front End Loader.....\$ 25.90		
		10.65
Oiler.....\$ 22.83		
		10.65

Cranes with 100 ft. or more boom receive \$0.25 extra per hour,
 Cranes with 200 ft. or more boom receive \$0.50 extra per hour,
 Cranes with 350 ft. or more boom receive \$1.10 extra per hour,
 Cranes with 500 ft. or more boom receive \$1.45 extra per hour,
 Tower Cranes, Derricks, Climbing Cranes, Ringer Cranes shall
 receive \$0.35 in addition to A-rate and boom pay per hour

 * SFAL0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 22.91		14.92

 * SUAL2007-050 10/02/2007

	Rates	Fringes
BRICKLAYER.....\$ 17.00		0.00
CARPENTER, Includes Cabinet Installation, Drywall Hanging, and Form Work.....\$ 11.64		0.00
CEMENT MASON/CONCRETE FINISHER...\$ 11.85		0.41
ELECTRICIAN.....\$ 12.27		1.76
GLAZIER.....\$ 12.51		0.00

IRONWORKER, REINFORCING.....	\$ 10.87	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.00	0.00
LABORER: Common/General, Including Landscaping.....	\$ 8.01	0.00
LABORER: Pipelayer.....	\$ 8.83	0.00
OPERATOR: Backhoe.....	\$ 10.85	0.00
OPERATOR: Bulldozer.....	\$ 9.50	0.00
OPERATOR: Excavator.....	\$ 16.00	0.00
OPERATOR: Grader/Blade.....	\$ 12.61	0.00
PAINTER: Brush, Roller and Spray.....	\$ 10.00	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 12.72	0.00
PLUMBER, Including HVAC Pipe Installation.....	\$ 13.94	0.00
ROOFER, Includes Built Up, Polyurethan Foam, Shake & Shingle, Single Ply, and Metal Roofs.....	\$ 12.00	0.00
SHEET METAL WORKER.....	\$ 13.00	0.00
TILE SETTER.....	\$ 9.00	0.00
TRUCK DRIVER.....	\$ 8.42	0.00

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
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

General Decision Number: AL120007 01/06/2012 AL7

Superseded General Decision Number: AL20100007

State: Alabama

Construction Type: Highway

Counties: Autauga, Baldwin, Dale, Elmore, Houston, Lee, Montgomery and Russell Counties in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building construction in rest area projects & railroad structures; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012

* SUAL2011-002 01/04/2011

	Rates	Fringes
Carpenter.....	\$ 14.36	
Concrete finisher.....	\$ 13.56	
Electrician.....	\$ 18.74	
Ironworkers:		
Reinforcing.....	\$ 13.58	
Laborers:		
Asphalt Raker.....	\$ 11.69	
Concrete Laborer.....	\$ 10.70	
Grade Checker.....	\$ 12.45	
Pipe Layer.....	\$ 11.30	
Side Rail/Form Setter.....	\$ 12.16	
Traffic Control Specialist...	\$ 12.03	
Unskilled.....	\$ 9.50	
Power equipment operators:		
Asphalt Distributor.....	\$ 12.61	
Asphalt Paver.....	\$ 13.12	
Asphalt Spreader.....	\$ 14.18	
Backhoe, Clamshell, Dragline, and Shovel.....	\$ 15.26	
Broom (Sweeper).....	\$ 11.65	
Bulldozer.....	\$ 13.76	
Concrete Saw.....	\$ 14.15	
Crane & Derrick.....	\$ 21.74	
Front End Loader.....	\$ 13.28	
Mechanic.....	\$ 16.53	

Milling Machine.....\$ 13.04
 Motor Grader and Motor
 Patrol.....\$ 15.71
 Roller (self-propelled).....\$ 12.83
 Scraper.....\$ 12.28
 Striping Machine.....\$ 14.89
 Track-Hoe/Excavator.....\$ 13.05
 Tractor and Loader (farm
 rubber tired).....\$ 11.70

Truck drivers:

Multi-Rear Axle.....\$ 12.41
 Single Rear Axle.....\$ 11.11

 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
 (29CFR 5.5 (a) (1) (ii)).

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

Union Identifiers

An identifier enclosed in dotted lines beginning with
 characters other than "SU" denotes that the union
 classification and rate have found to be prevailing for that
 classification. Example: PLUM0198-005 07/01/2011. The
 first four letters , PLUM, indicate the international union and
 the four-digit number, 0198, that follows indicates the local
 union number or district council number where applicable ,
 i.e., Plumbers Local 0198. The next number, 005 in the
 example, is an internal number used in processing the wage
 determination. The date, 07/01/2011, following these
 characters is the effective date of the most current
 negotiated rate/collective bargaining agreement which would be
 July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any
 changes in the collective bargaining agreements governing the
 rate.

Non-Union Identifiers

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Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION

Section L – Instructions, Conditions, and Notices to Offerors or Respondents**Instructions to Offerors – Proposal Preparation Addendum to FAR 52.215-1****LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)**

GENERAL: These instructions prescribe the format of the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information and to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section and its relationship to Section M prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section L and FAR 52.215-1, Instructions to Offerors -- Competitive Acquisition. This solicitation is for a Firm-Fixed-Price type contract to perform Design and Construct a New Approximately 46,000 SF DeCA Commissary at Maxwell AFB, Gunter Annex, Alabama, using procedures for Lowest Price Technically Acceptable (LPTA) proposals in accordance with FAR 15.101-2.

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical and past performance requirements, in addition to any other requirements specifically required by this solicitation. Failure to meet a requirement may result in an offer being ineligible for award. Taking exception to any provision in the solicitation may render the proposal ineligible for award. The proposal in response to this solicitation shall consist of three (3) separate parts: **Part I** - Price Proposal, **Part II** - Technical Proposal, and **Part III** - Past Performance Information. Each Part will be submitted in its own separate 3-ring binder. The Government may not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government will reject incomplete proposals after initial evaluation without further consideration. Therefore, the proposal shall meet the following basic requirements at Paragraph D. Specific Instructions.

To be considered, a complete proposal package must be received not later than 2:00 PM Central Time on 07/11/2012 at HQ DeCA/LEAAF, Attn: John Bandy, 2250 Foulis Street, Suite 3, Lackland AFB, TX 78236. Proposal packages received after 2:00 PM on 07/11/2012 will be late and will be handled IAW FAR 52.215-1. Fax or email proposal packages will not be considered.

Format for proposal shall be as follows:

1. The proposals will be on 8 1/2" x 11" paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17."
2. Typing shall not be less than 12 pitch.
3. Elaborate formats, bindings, or color presentations will not enhance the rating of the proposals.

4. Total length of the entire proposal including all attachments may not exceed 100 pages. Excess pages will be discarded beginning with page 101. All pages must be numbered.
5. Do not mix contents of Part I, Part II, and Part III. Do not include links to websites in your proposal.
6. Do not include any dollar amounts from the Price Proposal in the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa.
7. Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal.
8. For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Pages furnished for organizational purposes only, such as "Table of Contents" or divider tabs, are not included in the page limitation.
9. Do not submit excess information, to include audio-visual materials, electronic media, etc.

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

C. Pre-Proposal Conference:

(a) A pre-proposal conference will be conducted at the **Maxwell AFB, Gunter Annex Commissary, Bldg 811, 115 North Turner Blvd., Gunter AFB, Alabama 36114-3327 on 21 June 2012 at 9:00 AM Local Time** for the purpose of reviewing the contractual and technical requirements of this Request for Proposal and to visit the project site.

(b) Submit the names and driver's license numbers of all attendees to Fernando Lopez at fernando.lopez@deca.mil not later than **12:00 PM on 18 June 2012**. This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.

(c) Offerors are requested to submit questions to the point of contact noted above not later than **28 June 2012**. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

D. Specific Instructions:

1. **PART I – PRICE PROPOSAL** - *Submit original (labeled as such) and one (1) copy of each item listed in this Part.* Proposals shall include:

(a) In its entirety, complete the "Offeror" portion of the **Standard Form 1442** (i.e. page 2). An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 must bear an original signature.

(b) Offer Guarantee (Bid Bond **Standard Form 24**).

(c) **Schedule B**: Insert the price(s) in the amounts column for each listed Contract Line Item Number (CLIN), and a total amount for all CLINs. Do not leave any "Amounts" blank.

(d) Completed Subcontracting Plan (For large businesses only).

(e) Representations and Certifications

2. **PART II – TECHNICAL PROPOSAL** - *Submit original (labeled as such) and three (3) copies.* Proposals shall include:

(a) Provide a **Preliminary Summary Project Schedule** to demonstrate your management approach to execute the project within the performance period of 730 calendar days. Submit the schedule as an MS Project or similar industry standard project management software printout in Gantt format. The project schedule shall clearly show the activities required to successfully complete the contract requirements. The preliminary summary project schedule should contain between 100 and 150 key activities including but not limited to mobilization, permitting actions, preparation of submittals, submittal review, major prime contractor and subcontractor activities, inspections, and contract closeout. Indicate the type of contractor (e.g., Electrical Contractor) planned to provide subcontracted resources. Descriptions with additional detail for subcontractors are not required. Demonstrate a clear understanding of the entire project, the durations for each phase and the prime contractor and subcontractor resources necessary to execute that phase, and the overall performance period. The preliminary schedule will serve as an interim schedule pending final approval of the CPM Schedule to be submitted after contract award. The Technical Evaluation Checklist in Section M establishes the standard for this requirement.

(b) Provide a **Project Organizational Chart** identifying the minimum Key Personnel supporting this contract and key subcontractors supporting this contract. Key personnel include as a minimum a Designer of Record, Project Manager, Superintendent, Quality Control Manager, Construction Scheduler, and Safety Manager. Illustrate the lines of supervision and/or reporting. The organizational chart is limited to one (1) page. The Technical Evaluation Checklist in Section M establishes the standard for this requirement.

(c) Provide **Personnel Qualifications Narratives** describing the qualifications, level of education, any professional licenses, technical certifications and/or qualifications required for each key position depicted in the Project Organizational Chart. The qualifications narrative for key positions is limited to one (1) page per position. The

Technical Evaluation Checklist in Section M establishes the standard for this requirement.

(d) Provide **Resumes** for the proposed person to fill each key position identified in the project organizational chart and personnel qualification narratives. Resumes for key positions are limited to one (1) page per position. The attached Technical Evaluation Checklist in Section M establishes the standard for this requirement.

(e) Provide **Past Experience** of key subcontractors and demonstrate the ability to perform in the local market. Past experience should demonstrate a minimum three-year history in relevant projects and ability to mobilize and perform at the project site. The Technical Evaluation Checklist in Section M establishes the standard for this requirement.

(f) Provide a **Management Plan** narrative to explain how the Key Personnel and subcontractors identified on the organization chart and qualifications narrative and resumes, provide the capacity, technical capability and management oversight to control the construction project quality and schedule. The narrative is limited to five (5) pages. The Technical Evaluation Checklist in Section M establishes the standard for this requirement.

3. **PART III – PAST PERFORMANCE INFORMATION** - *Submit original (labeled as such) and three (3) copies.* Provide a minimum of 3 and a maximum of 5 of the most relevant projects performed within the last five (5) years. Also, the Government will consider past performance information only on projects that are 100% complete. Contractor shall provide a copy of the attached **Past Performance Questionnaire** (Attachment #) to each submitted source. Instruct each source to complete and return the past performance information directly to the Contracting Officer for this acquisition. Sources shall not return past performance information to the offeror. The Past Performance Checklist in Section M establishes the standard for this requirement.

For each submitted source provide the following:

(a) Acquisition information:

- Contracting agency
- Company/division name
- Contract number
- Product/Service Provided
- Contract dollar value
- Period of performance (Contract start and completion date)
- Contact information for Contracting Officer/Administrator
 - Point of Contact:
 - Address:
 - Fax number:
 - Phone number:
 - Email address:
- If contract was with another government agency, provide final Contractor Construction Appraisal Support System (CCASS) Rating for the contract

- Comments regarding compliance with contract terms and conditions
- Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

(b) Statement of Relevancy: Provide a complete description of the work involved and total dollar value. Include rationale as to why and how the acquisition meets the relevancy definitions for this acquisition. Using the Past Performance information of an Architect-Engineering firm will not be considered relevant.

To be considered **relevant** (as stated in Section M, Past Performance Evaluation Factor No 2) the prime contractor must have completed projects with a contract value of at least \$8M per project, and projects are for design and construction of retail buildings, and the prime contractor or key subcontractor experience includes installation or replacement of supermarket product refrigeration systems and refrigeration monitoring and control systems.

Overall Performance Rating on contracts determined to be relevant must have been satisfactory or better.

To be considered **recent** all projects are 100% complete and all projects were completed no more than five years ago.

(c) Teaming Arrangements: If a teaming arrangement (i.e. Joint Venture) is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of recent and relevant contracts. Past experience of one team member will be considered past experience of all team members for purposes of evaluation.

E. Subcontracting Plan – Large Business Offerors only:

FAR 52.219-9 and DFARS 252.219-7003 are included in this solicitation and will be incorporated into any resultant contract. A subcontracting plan is required from **all large businesses**. The plan shall be submitted with the initial proposal and shall comply with the requirements of Federal Acquisition Regulation 52.219-9 entitled “Small Business Subcontracting Plan.” The Subcontracting Plan should include the offerors corporate commitment in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUB Zone small business, veteran-owned small business and service disabled veteran-owned small business concerns.

Failure to submit an acceptable subcontracting plan in compliance with the FAR requirements shall make the offeror ineligible for award of the contract. The

Subcontracting Plan submitted for this contract will be incorporated into any resultant contract.

Minimum Goals/Targets

Describe how your subcontracting plan for this proposal compares to the minimum subcontracting goals below (i.e., meets, exceeds, or does not meet). Describe how you will meet specific subcontracting percentages and goals for the contract expressed in dollars and in percentages of your proposed subcontracting dollars for subcontracting in each category below. Any failure to meet a specific goal identified below must have an explanation as to why the goal cannot be met. Failure to meet any of the goals could make the offeror ineligible for award.

Small Business	36.7% of total planned subcontracted dollars
Small Disadvantaged Business	5.00% of total subcontracted dollars
HUB Zone Business	3.00% of total subcontracted dollars
Woman Owned Small Business	5.00% of total subcontracted dollars
Service Disabled Veteran Owned Business	3.00% of total subcontracted dollars
Veteran Owned Small Business	3.00% of total subcontracted dollars

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

Introduction: This is a competitive acquisition for a design-build new commissary construction project utilizing the Lowest Price Technically Acceptable (LPTA) source selection process conducted in accordance with the Federal Acquisition Regulation (FAR) 15.101-2.

1. The government will award a contract resulting from this solicitation to the best value lowest price technically acceptable responsible Offeror meeting the acceptability standards for non-cost factors (FAR 15.101-2(b)(1)).

2. The Source Selection Team (SST) will evaluate all proposal completeness, price, and technical evaluation factors on an “acceptable” or “unacceptable” basis to determine whether the offeror will satisfy the requirements for successful contract performance.

3. Proposals will be evaluated as follows:

A. Proposal Completeness: The evaluation process will begin by the Government verifying the completeness of the proposals in accordance with the solicitation requirements as identified in the Completeness Evaluation Factors and Standards stated in the tables of Section M for “Acceptable” or “Unacceptable” ratings. If a proposal is determined to be incomplete, it will be excluded from the competitive range and not evaluated further.

B. Price Evaluation: The Government will evaluate all complete proposals by price. Price evaluation will be accomplished in accordance with FAR 15.305(a)(1) Cost or price evaluation, FAR15.402 (a)(1) Pricing policy, and FAR 15.403-1 (c)(1) Adequate price competition.

All price proposals will be ranked from lowest to highest.

The Source Selection Authority (SSA)/Procurement Contracting Officer (PCO) will submit a select number of the lowest priced proposals to the SST for them to determine acceptability. The number of proposals selected will be dependent on the total number and quality of proposals received. If an acceptable proposal is not found in the first group submitted, the SSA/PCO will forward some more proposals. Based on this process, some of the proposals may not be evaluated beyond the price ranking stage.

C. Technical Evaluation: The SST will be provided complete technical proposals for evaluation using the Technical Factors and Standards stated in the tables of Section M for “Acceptable” or “Unacceptable” ratings. The SST will provide the technical evaluation results to the SSA/PCO.

Each proposal will receive one of the technical acceptability ratings as follows:

Technical Acceptable/Unacceptable Ratings

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

In order to be considered “Technically Acceptable”, there must be an “acceptable” rating in every non-price factor. The Technical Evaluation must be rated “acceptable” for a proposal to be considered technically acceptable.

If no acceptable proposals are found in the first group reviewed by the SST, the chairperson shall request another group of technical proposals from the SSA/PCO. Proposals determined to be “Technically Unacceptable” will not be evaluated for Past Performance.

D. Past Performance Evaluation: The SST will be provided complete past performance information for evaluation using the Past Performance Evaluation Factors and Standards stated in the tables of Section M for “Acceptable” or “Unacceptable” ratings. The SST will provide the past performance evaluation results to the SSA/PCO. Past performance will be rated on an “acceptable” or “unacceptable” basis using the ratings below:

Past Performance Acceptable/Unacceptable Ratings

Rating	Description
Acceptable	Based on the offerors performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below).
Unacceptable	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (FAR 15.305(a)(2)(iv)). In the context of acceptability/unacceptability, “Unknown” shall be considered “Acceptable.”

To be considered **relevant** (Past Performance Evaluation Factor No 1), the prime contractor must have completed projects with a contract value of at least \$8M per project, and projects are for construction of retail buildings, and the prime contractor or key subcontractor experience includes installation or replacement of supermarket product refrigeration systems and refrigeration monitoring and control systems. Performance on contracts must have been satisfactory or better.

To be considered **recent** (Past Performance Evaluation Factor No 3), all projects are 100% complete and all projects were completed no more than five years ago.

Past performance information shall be obtained from any sources available to the Government, to include but not limited to the Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity Information System (FAPIIS).

4. Basis for Award:

The Government intends to evaluate proposals and award a contract without discussions with offerors in accordance with FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition (Jan 2004)". The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If none of the proposals are determined acceptable or if the price of the Lowest Price Technically Acceptable proposal cannot be determined reasonable, a competitive range may be established and discussions held with those in the competitive range.

The SSA/PCO has final decision-making authority in selecting the successful Offeror. The SSA/PCO shall select the source whose proposal offers the best value to the Government in accordance with established criteria in Section M. The SSA/PCO shall ensure the proposals are evaluated for acceptability but not ranked using non-cost/price factors. The SSA/PCO shall document the supporting rationale in the Source Selection Decision Document (SSDD). The SSDD shall be the single summary document supporting selection of the best value proposal consistent with the stated evaluation criteria. In this case, award will be made to the responsible Offeror whose proposal, is determined as the Lowest Price Technically Acceptable proposal. The award decision will represent the SSA/PCO's independent judgment and shall be based on the Lowest Price Technically Acceptable offer. This will represent an integrated assessment of the evaluated offerors considering price, technical evaluation, and past performance.

5. Subcontracting Plan – Large Business Offerors Only: The Government will evaluate the subcontracting plan of the lowest price technically acceptable offeror (Large Business Only) to ensure it meets the requirements as specified in Section L, paragraph E.

6. Responsibility: In addition to the evaluation factors noted above, the offeror must be determined responsible according to the standards in FAR Subpart 9.1 and FAR 9.104-1(a) thru (g), Responsible Prospective Contractors. Verification in the Excluded Parties List System (EPLS) System is required prior to award.

Completeness Evaluation Factors

Factor	Standard	Meets	Does not Meet
1	The package was received on time IAW Section L, paragraph A.		
2	The package was submitted in the proper format IAW Section L, paragraph A.		
3	The Price Proposal contained SF 1442 IAW Section L, paragraph D.1(a).		
4	The Price Proposal contained Bid Bond SF 24 IAW Section L, paragraph D.1(b).		
5	The Price Proposal contained completed Schedule B IAW Section L, paragraph D.1(c).		
6	The Technical Proposal contained Preliminary Summary Project Schedule IAW Section L, paragraph D.2(a).		
7	The Technical Proposal contained Project Organizational Chart IAW Section L, paragraph D.2(b).		
8	The Technical Proposal contained Personnel Qualification Narratives IAW Section L, paragraph D.2(c).		
9	The Technical Proposal contained Resumes IAW Section L, paragraph D.2(d).		
10	The Technical Proposal contained Past Experience IAW Section L, paragraph D.2(e).		
11	The Technical Proposal contained Management Plan IAW Section L, paragraph D.2(f).		
12	The Past Performance was submitted IAW Section L, paragraph D.3.		
13	The Subcontracting Plan (if required) was submitted IAW Section L, paragraph E.		

Technical Evaluation Factors

Factor	Standard	Acceptable	Unacceptable
1	The project schedule has logical activity sequencing, date sequencing, activity durations and phasing IAW Section L, Paragraph D.2.(a).		
2	The overall project duration does not exceed the required contract performance period of 730 calendar days IAW Section L, Paragraph D.2.(a).		
3	The Project Organizational Chart reflects key personnel IAW Section L, Paragraph D.2.(b).		
4	The Project Organization Chart illustrates appropriate supervisory/reporting relationships IAW Section L, Paragraph D.2.(b).		
5	All key personnel for both the General Contractor and the Designer of Record have a minimum of five years experience performing the roles and responsibilities identified in the qualifications narrative on similar scope, type, magnitude, and complexity to the work required for completion of this project.		
6	The General Contractor shall have experience in the construction of a Grocery, Supermarket, or Commissary project greater than 40,000 SF of similar complexity within the past 5 years.		
7	The Designer of Record shall have prepared design and construction documents for a Grocery, Supermarket, or Commissary project greater than 40,000 SF of similar complexity within the past 5 years.		
8	The Quality Control Manager is not the same person as the superintendent, project manager, or any other on-site person and does not perform in a dual capacity on the project.		
9	The Quality Control Manager has five years (minimum) experience as a Quality Control Manager, Project Manager, Engineer, Architect, or		

	combination thereof.		
10	The Quality Control Manager reports to an officer or other top level official of the prime contractor.		
11	The Quality Control Manager is a permanent employee of the prime contractor.		
12	All key subcontractors identified demonstrate a minimum three-year history of relevant project experience and an ability to mobilize and work at the project site IAW Section L, Paragraph D.2.(e).		
13	The Management Plan has demonstrated the capability to successfully staff, manage, and control the project IAW Section L, Paragraph D.2.(f).		

Past Performance Evaluation Factors

Factor	Standard	Acceptable	Unacceptable
1	The past performance information is relevant IAW Section L, Paragraph D.3(b). Completed projects: - have a Contract value of at least \$8M per project and - are for construction of retail buildings and - Prime contractor or key subcontractor experience include installation or replacement of supermarket product refrigeration systems and refrigeration monitoring and control systems.		
2	Overall Performance Rating on all the projects provided in the past performance information was satisfactory or better, based on customer feedback and other sources available to the government IAW Section L, Paragraph D.3(b).		
3	The past performance information provided is recent IAW Section L, Paragraph D.3(b). Relevant projects: - are 100% complete and - were completed no more than five years ago.		
4	Proposed Teaming Arrangements IAW Section L, Paragraph D.3.(c) provide: - complete information as to the arrangement, - past performance on previous teaming arrangements, - list of past and present relevant contracts.		

SECTION J – ATTACHMENT 7

Past Performance Questionnaire

Solicitation: HDEC03-12-R-0003

Title: Design-Build New Commissary, Maxwell AFB – Gunter Annex, AL

**Past Performance Information and/or Questionnaires
are due no later than:**

Date: [11 July 2012](#) **Time:** [2:00 P.M.](#) (CST)

Contracting Office: Defense Commissary Agency
2250 Foulis Street, Suite 03
Lackland AFB, TX 78236-1046

Contract Specialist: Mr. Fernando Lopez
Fernando.lopez@deca.mil
(210) 671-5281

Contracting Officer: Mr. John S. Bandy
john.bandy@deca.mil
(210) 671-5283

Suggested Request Letter

DDMMYY

TO: Insert addressee (*Agency or Company who will complete the questionnaire on your behalf*)
Address
City State, Zip Code

FROM: Your Firm Name
Address
City State, Zip Code

SUBJECT: Past Performance Information Request for Solicitation HDEC03-12-R-0003,
Design-Build New Commissary, Maxwell AFB – Gunter Annex, AL

1. You have been identified as a Point of Contact (POC) for a past and/or present performance evaluation of **YOUR FIRM**. **YOUR FIRM** is currently being considered for a Firm-Fixed-Price (FFP), Single Award Contract for the Defense Commissary Agency at Lackland AFB, TX.

2. Your prompt attention to this **Past Performance Questionnaire** will be greatly appreciated. Please be sure to email (preferred method) or fax (210) 671-1196 the completed worksheet directly to the Contracting Specialist:

Mr. Fernando Lopez
fernando.lopez@deca.mil
(210) 671-5281

3. If you have any questions or concerns regarding this request, please contact Mr. John S. Bandy, Contracting Officer at (210) 671-5283 or by email john.bandy@deca.mil

YOUR FIRM'S POC
Title

Attached

1. Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE

SECTION A. Contractor Information (*to be completed by the contractor requesting information*)

1. Contractor's name and address:

2. Contractor's POC:

3. Phone: () Fax: () * Email:

4. Contract or Reference Number:

5. Project Title:

6. Description of Work:

7. Contract Type (*examples*): **FFP – IDIQ – Cost-Reimbursement – Single – Multiple Award**

8. Award Date:

Scheduled Completion Date:

Current / Completion Date:

9. Project Award Amount: \$

Current / Final Amount: \$

10. Contractor being evaluated performed as the (choose): **Prime Contractor** **Sub Contractor**

11. Authorization is hereby granted to provide the information requested in **Sections B and C** of this Past Performance Questionnaire:

Signature _____

Name

Title

_____ *Date*

SECTION B. To be completed by a representative (respondent) responsible for **current / past** performance information in Section A of this document.

The following definitions are guidance in providing ratings:

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 few 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 were, or appear to be, satisfactory.
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 were, or appear to be, ineffective.
N/A (Not Applicable)	Self-explanatory.

Rating Scale: **E** = Exceptional

V = Very Good

S = Satisfactory

3. Effectiveness of Management:

- a. Cooperation and Responsiveness?
- b. Management of Resources/Personnel?
- c. Coordination and Control of Subcontractor(s)?
- d. Adequacy of Site Clean-Up?
- e. Effectiveness of Job-Site Supervision?
- f. Compliance with Laws and Regulations?
- g. Professional Conduct?
- h. Review/Resolution of Subcontractor’s Issues?
- i. Implementation of Subcontracting Plan?

E	V	S	M	U	N/A

Comments: _____

4. Compliance with Labor Standards:

- a. Correction of Noted Deficiencies?
- b. Payrolls Properly Completed and Submitted?
- c. Compliance with Labor Laws and Regulation with Specific Attention to the Davis-Bacon Act and EEO Requirements?

E	V	S	M	U	N/A

Comments: _____

5. Compliance with Safety:

- a. Adequacy of Safety Plan?
- b. Implementation of Safety Plan?
- c. Reporting/Correction of Noted Safety Deficiencies?

E	V	S	M	U	N/A

Comments: _____

6. Overall Rating:

a. Overall Rating for Contractor on this Project?

E	V	S	M	U	N/A

b. Would you award this Contractor any future contracts?

YES	
NO	

Comments: _____

SECTION C - RESPONDENT INFORMATION

Name / Title _____

Signature: _____ Date: _____

Agency/Company: _____

Address: _____

Work phone number (including area code): _____

FAX number (including area code) _____

Your role relative to the project/contract: _____

(Administrative Contracting Officer, Inspector, Contract Administrator, Buyer, Quality Assurance Evaluator, Other - explain)

Length of involvement in project/contract: _____

Do you know anyone else who can provide information regarding this Offeror's performance?

Name: _____ Phone/Fax: _____

Name: _____ Phone/Fax: _____

THANK YOU FOR YOUR ASSISTANCE IN COMPLETING THIS QUESTIONNAIRE

**PROJECT SUMMARY
FOR
DESIGN-BUILD NEW COMMISSARY
MAXWELL AFB, GUNTER ANNEX, ALABAMA**

This project will consist of the design and construction of a new approximately 46,000 SF DeCA Commissary at Maxwell AFB, Gunter Annex, Alabama. The new Commissary project will include retail sales, nonperishable and refrigerated food storage, administrative areas, site work and all associated facilities, as well as demolition, abatement, and repair of portions of the existing Commissary and associated facilities. Overall facility design shall provide functionally without embellishment, and shall balance aesthetic considerations, operation and maintenance costs, energy conservation measures, and material and systems durability. The design activities must be directed toward efficient and economical use of up-to-date architectural, engineering, and construction practices. The design shall comply with the Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings. The design shall also comply with the Environmental Protection Agency (EPA) guidance for EPA designated products. The Government will furnish a conceptual floor plan of the proposed facility from which the designer will be required to develop construction documents. Submittals of the documents will be made to the Government at the 50%, 90%, and 100% design stages. Each submittal shall comprise 12 hard copies of half-size drawings, three hard copies of full-size drawings, 15 hard copies of specifications and design analysis, and 15 CD's containing all submittal information. Submittals shall be sent to review agencies at Fort Lee VA, Maxwell AFB AL, and San Antonio TX. A design review conference will be held at Maxwell AFB within approximately three weeks of each design submittal, with the Government, construction contractor, and designer attending.

The completed Commissary Facility will have a sales area, bakery/deli, administrative area, produce department, meat department, dairy department, frozen food area, operational support areas, and staging/receiving areas. The project will include refrigeration systems with automatic monitoring, controls, and alarms, emergency and general lighting, emergency power for critical systems, fire alarms, and a fire protection sprinkler system. Construction will satisfy current energy conservation policies, standards, and regulations. Parking will provide a minimum of 185 spaces for customers and Commissary employees. Mechanical ventilation will be provided where required. Heat reclaim from the refrigeration system will be used to back up the self-contained HVAC system. Air conditioning of the sales, administrative, and support areas is required. Reclaim of conditioned air from the refrigeration systems will be incorporated into the A/C systems. HVAC and refrigeration systems will utilize environmentally safe refrigerants. Accessibility will be provided in accordance with ADA requirements.

The Government has developed the proposed site design to approximately 90% complete and building design to approximately 10% complete. The contractor/A-E shall complete and modify the site design as required to coordinate with the building design, abatement, and demolition requirements. The total design package includes a topographical survey of the site, a geotechnical subsurface investigation with a foundation and pavement recommendation report, the site development plan indicating project limitations and site requirements and Utility connection points, commissary equipment floor plan, and building elevations. Note regarding paragraph 2.e. of the General Design Requirements in the DeCA Criteria Handbook: The interior décor for this project

will be the DeCA Uniform Décor 2010. Clear height for the entire building shall be minimum 18 feet.

The Government anticipates providing Notice to Proceed with Construction at the conclusion of the 100% design review meeting assuming all design review comments have been incorporated. Notice to Proceed will not be issued if the Government determines the Design is not 100%. A time extension to the contract will not be provided due to incomplete design service. If the contractor desires split construction approvals for Site / Civil work and Building Construction, this will be considered by the Government. This "FAST-TRACK" approach to construction will only be permitted with approval of 100% design of the Site/Civil phase of the work.

Demolition is to include, but not be limited to, partial removal of Building 811 from the foundation up to the extents of the structure. The contractor will build a wall to the remaining structure as specified in the drawings. The work includes restoration of the site. Restore the grade to continue, facilitate, and further the prevailing surface drainage. Install grass sod site cover at disturbed areas. The project shall include, but not be limited to, removal of the building as indicated in the drawings, and including utilities, refrigeration systems, plumbing, electrical, and mechanical systems, refrigerated and non-refrigerated display equipment, built-in casework, gondola shelving, etc. DeCA will remove small appliances and equipment items and all product from the facility prior to demolition.

The work covered by Asbestos Abatement includes the removal of asbestos-containing materials (ACM) which are encountered during demolition and renovation activities associated with this project, following procedures and using equipment required to protect workers and occupants of the regulated area from contact with airborne asbestos fibers, and ACM dust and debris. Activities include OSHA Class III work operations involving ACM. The work also includes containment, storage, transportation, and disposal of the generated ACM wastes.

The existing Commissary will remain operational until the new Commissary is open for business, and the existing Commissary has been fully vacated. The new parking lot must be completed, except for the westernmost parking aisle, before the new Commissary can open for business. Allow 60 days after the Beneficial Occupancy Date (BOD) of the new Commissary for DeCA to move-in to the new store and vacate the existing store.

The pricing schedule for this solicitation will consist of seven (7) Contract Line Item Numbers (CLINs). These include Design, Site Work, Building Construction, Equipment, and Décor, funded by DeCA, and Asbestos Abatement and Demolition of Existing Building, funded by the Air Education and Training Command (AETC).

The project requires the contractor to provide a construction project schedule. The schedule will demonstrate contractor's management approach to execute the project within the specified performance period of 730 calendar days.

One firm-fixed-price contract will be awarded to the responsible offeror who provides the lowest price technically acceptable proposal. This contract will be awarded and administered by DeCA. Funding and payment information will be provided by DeCA at the time of award.