**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**FOR**

**COMPREHENSIVE CONSTRUCTION & ENGINEERING (C2E)**

**FOR**

**FACILITIES, SUSTAINMENT, RESTORATION, AND MODERNIZATION**

**WORLDWIDE**

**25 July 2024**

# GENERAL INSTRUCTIONS

This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3 as supplemented.

* 1. Proposal Compliance. The Offeror's proposal shall include all data and information requested by this solicitation and these Instructions, Conditions, and Notices to Offerors or Respondents and shall be submitted in accordance with these instructions. If a proposal fails to conform to the instructions provided in this Section L, it may be deemed non-responsive, and the Offeror may be deemed ineligible for award.

Offerors are NOT permitted to take exception to any terms and conditions within the solicitation.

* 1. Proposal Clarity. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the Offeror's proposal.

Offerors shall not submit elaborate brochures or documentation, binding, detailed artwork, or other embellishments.

# Communications

# Solicitation Discrepancies. If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall notify the Contracting Officer (CO) in writing with supporting rationale as well as the remedies the Offeror is asking the CO to consider as related to the omission or error.

# Post Solicitation Conference. The Government will host a post solicitation conference for all interested parties on 12 August 2024 from 9:00am to 1:00pm CST. The purpose of the conference is for interested offerors to ask questions pertaining to this solicitation to the Government. The Government will attempt to answer offerors questions during the conference but reserves the option to defer providing answers at a later date. The Government requests RSVPs no later than 6 August 2024 by email to 772ess.pka.c2e@us.af.mil. This conference will be hosted on Microsoft Teams with an invitation including additional rules of engagement to follow. This post solicitation conference is the only opportunity for industry to ask questions unless the Government determines it is in its best interest to host another event. The Government is under no obligation to respond to written questions after this event.

# **Point of Contact.** The CO is the sole point of contact for this acquisition. Offerors shall address any questions or concerns to the CO. All email communication shall be coordinated through the following e-mail address: 772ess.pka.c2e@us.af.mil.

* 1. Source Selection Information. Exchanges of source selection information between Government and Offerors will be controlled by the CO. Source selection information will be transmitted to Offerors electronically (e.g., via email, or Procurement Integrated Enterprise Environment (PIEE)). If transmitted via email, the transmission shall be sent and received encrypted and must include “Source Selection Information – See [FAR 2.101](file://periwinkle_vnx/SAF_AQC_ORG/AQCP/5640%20-%20AFFARS/Templates%20Project%20--%20Sep%202013/5315/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/AFAC%20Working%20Folders%20--%20PM/far/Far02.doc#T2101) & [3.104](file://periwinkle_vnx/SAF_AQC_ORG/AQCP/5640%20-%20AFFARS/Templates%20Project%20--%20Sep%202013/5315/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/AFAC%20Working%20Folders%20--%20PM/far/FAR03.DOC#b3104)” in the Subject line. Questions pertaining to the proposal shall be submitted no later than the date and time identified in block 13a. of the solicitation (Standard Form (SF) 1442). The Government reserves the right to evaluate proposals and award the contracts without discussions if the Procuring Contracting Officer (PCO) determines them not to be necessary. In the event discussions are conducted, they will be conducted in accordance with FAR 15.306 and will be limited to those Offerors determined to be a part of the competitive range.

### **1.6 Electronic Reference Documents**. All referenced documents for this solicitation can be found on the System for Award Management (SAM) website at https://sam.gov/content/home. Potential Offerors are encouraged to subscribe for real-time email notifications when information has been posted to the website for this solicitation. Offerors may contact the CO if they are unable to locate any of the referenced material.

**Reference ID number:** FA890324R0023Solicitation

# **Proposal Records**. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all proposals.

# 1.8 Debriefings. The CO will promptly notify Offerors of any decision to exclude them from the source selection; whereupon the Offeror may request and receive a debriefing in accordance with FAR 15.505 or 15.506, as applicable. Offerors desiring a debriefing shall make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable. Offerors are entitled to no more than one debriefing.

**1.9 Page Format.**

# 1.9.1 Page Limitations. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. Each page shall be counted except the following: cover pages, tables of contents, and glossaries. If discussions are determined necessary, the Government will release Evaluation Notices (ENs) and page limits will be placed on responses.

## **1.9.2 Page Size and Format**

1.9.2.1 General Page Instructions.A page shall be 8.5 x 11 inches unless stated otherwise within this document. Pages shall be single spaced, and the text size shall be no less than 11-point Times New Roman Font unless stated otherwise within this document. All proposal text shall be written in English. Offerors shall use at least 1-inch margins on the top and bottom and ¾-inch side margins unless stated otherwise within this document. Pages shall be numbered sequentially by volume, starting with page one (1), for all pages that count against the page count for each volume. These page size and format restrictions shall apply to ENs if they are determined necessary.Any reproductions of the solicitation document shall be as reproduced.

**1.9.2.2 Table and Chart Instructions.** Legible tables and charts may be used. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches in size. 11 x 17 may only be used for large tables and charts; they shall not be used for pages of text. For tables and charts, the text shall be no less than 10-point Times New Roman Font, and margins shall be no less than ½ inch on all sides unless stated otherwise within this document. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and will not be reviewed.

**1.9.2.3 Submission Format.** The Offeror shall submit each volume in electronic format via the Procurement Integrated Enterprise Environment (PIEE) Solicitation module, IAW the module instructions no later than the time and date identified in Block 13a. of the SF 1442. Additional instructions regarding the use of the PIEE Solicitation module follow this paragraph. The proposal shall be submitted in a format readable by Microsoft (MS) Office Word, MS Office Excel or Adobe PDF. Offerors shall clearly identify each volume. The files shall be consistent and uniformly named to allow for easy distinction by Volume, Tab, etc. Inclusion of company name is preferred as allowed by the PIEE Solicitation module. An example of this would be: Vol I-Tab 1-Offeror Company Information-XYZ Company

In the PIEE Solicitation module, the Offeror must establish a “Proposal Manager account” in sufficient time to access documents and submit offers. For instructions on how to post an offer, please refer to the Posting Offer demo: https://pieetraining.eb.mil/wbt/sol/Posting\_Offer.pdf. Offerors will utilize PIEE and will not rely on any other electronic transmission (including transmission by electronic e-mail). Proposals sent through proprietary or third-party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved. No hard copies of proposals will be accepted (hand delivered or traditional mail).

In the PIEE Solicitation module, Offerors are strongly encouraged to plan accordingly, submit proposals well in advance of the designated submission deadline, and ensure affirmative receipt of proposals. After successfully submitting the offer, a success message of the submission will be displayed in the Solicitation module and the offer display will collapse. The “message of submission”, a red lined box, will be your confirmation and should state: “The offer was submitted on <date> <time/local time zone> (<date> <time/UTC>) by Proposal Manager. Please print this page and maintain for your records.” It is the Offeror’s responsibility to retain a copy of this confirmation. The Solicitation module automatically tracks the date and time of all submissions. All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be accepted by the Government, subject to the provisions of FAR 15.208. Electronic Reference Documents. All referenced documents for this solicitation can be found on the PIEE Solicitation module at <https://piee.eb.mil/>. All vendors can view solicitations in the Solicitation module by selecting “SOLICITATION SEARCH” in the Award section or “Solicitation Search” under the SUPPORT section at the bottom of the page. Search for FA890324R0023 postings. The SAM.gov website will reference back to this module.

The Solicitation module is a vendor portal for solicitation within the PIEE platform to automate and secure the process for capturing solicitations, Attachments, and responses from industry. The Solicitation module allows vendors to retrieve and respond to solicitations and communicate directly with Solicitation Managers in a secure environment. Offerors must register in PIEE and submit a request for the Proposal Manager role. Training resources are provided below (there are additional resources available online as well).

Vendor Registration: <https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml>

PIEE Solicitation Web Based Training: <https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml>

It is the Offeror’s responsibility to be fully knowledgeable and capable regarding PIEE. Offerors must not rely on the Government to assist Offerors in understanding how to use PIEE or transmit proposals within PIEE. Offerors must familiarize themselves, far in advance of the proposal submission deadline, with the system: both for retrieving information and to enable them to submit their offers in a timely manner. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission. It is the Offeror’s responsibility to plan far ahead of the proposal submission deadline, anticipating potential PIEE connectivity delays.

Proposals shall be submitted in accordance with the instructions herein.

Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal at the time of proposal submission may result in an unacceptable proposal that the Government eliminates from consideration for award. The Government will not accept any changes to an Offerors’ proposal(s) after the closing date of this solicitation (see FAR 15.208 for further information regarding late proposals). Any proposal information submitted after the time frame listed will be considered nonresponsive and will not be accepted (see FAR 52.215-1).

**1.9.2.4 Proposal Markings.** Proposals shall be marked in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. Offerors shall not include proprietary markings on attachments and documents that will become a part of the contract (i.e., Volume IV documents).

**1.9.3 Cross-Referencing.**  To the greatest extent possible, each volume shall be written on a stand-alone

basis so that its contents may be evaluated with no cross referencing to other volumes of the

proposal. Information required for proposal evaluation which is not found in its designated volume

and/or section will be assumed to have been omitted from the proposal.

**1.9.4 Table of Contents.** Volumes I and II shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tables of content do not count against the page limitations for their respective volumes.

**1.9.5 Glossary of Abbreviations and Acronyms.** Volumes I - III shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

1. **PROPOSAL INSTRUCTIONS**

**2.1 Proposal Due Date.** The Offeror’s proposal shall be received by the Contracting Officer no later than the date and time identified in block 13a. of the SF 1442 and submitted via the PIEE module.

**2.2 Proposal Organization.** The Offeror shall prepare the proposal as set forth in the Table 1, Proposal Organization. The volume folders and section files shall be as defined in this table, all of which shall be within the required page limits specified in the table.

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 1 –Proposal Organization** | | | |
| **VOL** | **Section L Paragraph** | **VOLUME & SECTION TITLE** | **PAGE LIMIT** |
| I | 2.3 | Contract Documentation |  |
|  | 2.3.1 | Volume Organization | Not Applicable |
|  | 2.3.2 | Offeror Company Information  *Appendix L-01* | 2 Pages |
|  | 1.9.4 | Table of Contents | No Page Limit |
|  | 1.9.5 | Glossary of Abbreviations and Acronyms | No Page Limit |
|  | 2.3.3 | Choice of Competition  *Appendix L-02* | 2 Pages |
|  | 2.3.4 | Responsibility Determination |  |
|  | 2.3.4.2 | Accounting Systems | No Page Limit |
|  | 2.3.4.3 | Construction Bonding | No Page Limit |
|  | 2.3.5 | Organizational Conflict of Interest (OCI) | No Page Limit |
|  | 2.3.6 | Contract Award Document and Model Contract | No Page Limit |
|  | 2.3.7 | Representations and Certifications | No Page Limit |
| II | 2.5 | Past Experience |  |
|  | 1.9.4 | Table of Contents | No Page Limit |
|  | 1.9.5 | Glossary of Abbreviations and Acronyms | No Page Limit |
|  | 2.5.1 | Work Samples (Organization per WS): |  |
|  | 2.5.1.1 | Work Sample Cover Sheet  *Appendix, L-03* | Use Provided Template |
|  | 2.5.2  2.5.3 | Self-Scoring Matrix  *Appendix L-05* | Use Provided Template |
|  | 2.5.4  2.5.3 | Cross Reference Matrix  *Appendix L-04* | Use Provided Template |
|  | 2.5.1 | Work Sample Documentation | 200 pages |
|  | 2.5.5 | Team Structure  *Appendix L-06* | 2 Pages |
|  | 2.5.5 | Teaming Agreements (TA) | No Page Limit |
|  | 2.5.7 | Organizational Structure Change History | No Page Limit |
| III | 2.6 | Small Business Participation (F&O Only) |  |
|  | 1.9.5 | Glossary of Abbreviations and Acronyms | No Page Limit |
|  | 2.6.2 | Small Business Participation Commitment Document (SBPCD)  *Appendix L-9* | Use Provided Template |
|  | 2.6.3 | Small Business Subcontracting Plan | No Page Limit |
| IV | 2.7 | Price |  |
|  | 2.7.3 | Pricing Schedule  *Appendix L-08, Labor Rates Table* | Use Provided Template |

**2.3 VOLUME I CONTRACT DOCUMENTATION**

**2.3.1 Volume 1 Organization.** This volume shall be organized according to the Table 1 above.

**2.3.2 Offeror Company Information.** The Offeror shall complete Appendix L-01, Offeror Company Information Form. The Offeror shall provide all information on the form. The proposal validity statement shall be valid through the date listed in block 13d. of the SF 1442. The Offeror shall be registered in the System for Award Management (SAM.gov) for the duration of the acquisition. If the Offeror’s SAM.gov registration expires prior to the proposal validity date, the Offeror shall assert its intent to renew the registration.

**2.**3.3 Choice of Competition. To maximize competition, each individual contractor may only participate once under the Small Business Set-Aside (SBSA) and under the Full & Open (F&O) competition.

Each Offeror must complete Appendix L-02, Choice of Competition, to identify their selection of which competition under which they are competing— SBSA, F&O, or both.

The Government will review Appendix L-02, Choice of Competition, to validate how an individual contractor (to include teaming partners) has chosen to compete. If an individual contractor (to include teaming partners) competes more than once under the SBSA or the F&O portion, the Government may reach out to clarify which proposal that individual contractor (to include teaming partners) wants the Government to consider. If the contractor does not respond within the designated time, they will be removed from the competition. All clarifications regarding competition will be communicated through the (prime) Offeror.

**2.3.4 Responsibility Determination.** The CO will make a responsibility determination for each Highest Technically Rated Offeror in accordance with FAR 9.1, Responsible Prospective Contractors, as supplemented by DFARS 209.1. If the CO determines a small business to be non-responsible, the contracting officer will refer the matter to the Small Business Administration which will decide whether to issue a Certificate of Competency (see FAR 9.104-3 and FAR 19.6).

**2.3.4.1 Financial/Other Resources.** As part of the Financial Responsibility Determination, the CO will rely on information from the Offeror’s banking institution and other sources. The Offeror shall complete the Appendix L-01, Offeror Company Information Form to provide banking contact information and submit with the proposal. A contract may only be awarded to the Offerors who are deemed responsible in accordance with the FAR 9.104.

**2.3.4.2 Accounting System. (Applicable to all Offerors competing under the Full & Open competition).**

* 1. IAW FAR 16.306 (c), no Cost Plus Fixed Fee (CPFF) contract may be awarded unless the limitations in FAR 16.301-3 are met. One of the limitations cited is that a cost-reimbursement contract maybe only be used when “the Contractor’s accounting system is adequate for determining costs applicable to the contract or order.”
  2. It is anticipated that CPFF (F&O Only) type task orders will be awarded under any resulting contract; therefore, Prime contractors must have an accounting system that has been determined adequate by DCAA for accumulating and reporting incurred costs under cost type contracts to receive an award.
  3. The Offeror shall provide evidence of an adequate accounting system as determined by the DCAA.
  4. All Offerors should complete the Pre-award Accounting System Adequacy Checklist located at http://www.dcaa.mil under the “Customers” menu then “Checklists & Tools” to ensure understanding of requirements and readiness for DCAA to perform an audit if not yet determined adequate.
  5. All Offerors must complete Pre-Award Audit Registration regardless of whether it has an adequate accounting system determination.
  6. Information concerning DCAA may be found at http://www.dcaa.mil. Specific information concerning requirements for an adequate accounting system may be found under the “Customers” menu then “Guidance”; Audit Process Overview -Information for Contractors.
  7. Offerors without an adequate accounting system should contact the Contracting Officer to initiate an accounting system review by DCAA. **This request shall be submitted immediately upon receipt of the solicitation but no later than 10 business days after release of the solicitation. Offerors are encouraged to initiate this process immediately.**
  8. An adequate accounting system is not an evaluation criterion. It is a regulatory requirement with a pass/fail determination. A F&O contract may only be awarded to the Offerors who are determined to have an adequate accounting system.
  9. *Joint Ventures*. If the proposing firm is a Joint Venture (JV), the following must be adhered to:

(a) Each firm making up the Joint Venture shall accomplish a Pre-Award Audit

Registration,

(b) Identify which firm’s accounting system will be used for the recording of costs or

(1) Indicate if a new accounting system will be created for the joint venture. (If a new accounting system is being created for the Joint Venture, a Pre-Award Audit Registration shall be accomplished in addition to each firm making up the Joint Venture.)

**2.3.4.3 Construction Bonding.** Provide assertion that the Prime contractor can meet the bonding requirements of the contract (100% performance and payment bond). Bonding capability must be for the Prime only (stacking of Teaming Partners/subcontractor bonds will not be accepted).

(a) To be considered, the contractor must have a letter from a surety, on surety letterhead, that says the contractor has a relationship with the company and required bonding has been obtained. The surety must be from an approved surety listed with the Department of Treasury at <http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm>. Letters signed by agents are unacceptable unless accompanied by a Power of Attorney granting proper authority to the agent.

(b) Minimum Qualifications. Small businesses competing under the SBSA must provide single bonding of $50M per project with an aggregate of at least $100M. Small or Large businesses competing under the F&O competition must provide single of at least $100M with an aggregate of at least $200M. Offerors who cannot provide the minimum qualifications will not be considered for award.

(c) Foreign Firms. Foreign firms working exclusively outside the United States and its outlying areas are exempt from this requirement where there are different standards for bonding. Foreign firms that do not submit bonding information must represent that they do not intend to propose on work in the United States or outlying areas on Appendix L-01, Offeror Company Information Form. Foreign Firms that do not provide bonding information will be determined as not responsible at the task order level for any task order that requires performance and payment bonds. Performance and Payment bonds will be required for task orders whose performance is within the United States or its outlying areas. Outlying areas is defined in FAR 2.101. Foreign firms that intend to propose on any task orders in the United States or its outlying areas must submit the bonding evidence requirements identified in Section L, paragraph 2.3.4.3(b).

(d) Note: Small Businesses may be eligible for Elevated Bonding assistance through the Small Business Administration (SBA) for subsequent Task Orders resulting from the award of this contract. More information is available at <https://www.sba.gov/funding-programs/surety-bonds>

**2.3.5 Organizational Conflict of Interest.** Offerors shall submit an assessment of potential or actual Organizational Conflict of Interest (OCI) issues, if any, as related to this contract vehicle and future work. Initial notification shall be made to the Contracting Officer and Contract Specialist as soon as they become known. OCI issues include, but may not be limited to, the inability to render impartial assistance or advice to the Government, the inability to objectively perform contract work, or the unfair competitive advantage created by current or previous contractual efforts with the Government. If an actual or potential OCI exists, the Offeror shall submit a mitigation plan with the proposal. The Contracting Officer will review the submitted mitigation plan and decide as to whether the plan adequately resolves the issues and provides adequate protection to both the Offeror and the Government. Submission of mitigation plans are only required if the Offeror is aware of potential or actual OCI issues related to this procurement. If the Offeror believes no potential or actual OCI issues exist, this shall be so stated.

**2.3.6 Contract Award Document and Model Contract.**

a. The Contract Award Document consists of Sections A through J and the attachments listed as follows:

i. Attachment 1 – Statement of Work

ii. Attachment 2 – Ordering Procedures

iii. Attachment 3 – On/Off Ramping Procedures

iv. Attachment 4 – Not-to-Exceed Firm-Fixed-Price Labor Rates (to include labor category definitions)

v. Attachment 5 – Small Business Participation Commitment Document (if applicable (F&O Only))

vi. Attachment 6 – Small Business Subcontracting Plan (if applicable)

Attachments 1-3 will be standardized for all awardees. No submission is required. The Government will utilize Offeror submitted information for Attachments 4-6. No duplicate copies required.

b. The Model Contract consists of Sections A through J. The Offeror shall submit the “original” signed copy of the Model Contract. Signature by the Offeror on the SF 1442 constitutes an offer.

**2.3.7 Representations and Certifications.** Offerors shall submit a signed copy of the Representations and Certifications from the System for Awards Management website, as well as copies of those Representations and Certifications specifically required under this solicitation.

* 1. **EVALUATION FACTORS.** The information requested in Section L will be compared against the criteria in Section M to include the following factors:

Factor 1: Past Experience

Factor 2: Small Business Participation (F&O Only)

Factor 3: Price

* 1. **VOLUME II – FACTOR 1 - PAST EXPERIENCE**
     1. **Work Samples.** Offerors proposing under the SBSA shall submit a maximum of twenty-two (22) work samples (contracts/task orders) which demonstrate their past experience in the required construction services outlined in the SOW, the criteria in Paragraphs 2.5.2.1 – 2.5.2.7 of this Section L, and which comply with the work sample qualifications established in Paragraph 2.5.1.2 of this Section L.

Offerors proposing under the F&O competition shall submit a maximum of twenty-eight (28) work samples (contracts/task orders) which demonstrate their past experience in the required construction services outlined in the SOW, the criteria in Paragraphs 2.5.2.1 – 2.5.2.7 of this Section L, and paragraphs 2.5.2.8 – 2.5.2.9 (F&O only) of this Section L, and which comply with the work sample qualifications established in Paragraph 2.5.1.2 of this Section L..

Any additional work samples submitted will not be considered or evaluated.

When referring to work samples, the terms “contract” and “task order” are interchangeable with “contract.” Contract vehicles, such as Indefinite Delivery Indefinite Quantity (IDIQ) contracts, are not acceptable proof of past experience, and shall not be provided as a work sample.

The work samples shall consist of only official contract documentation which may include Performance Work Statements, Statements of Work, Contract Data Requirement Lists (CDRLs), etc. When contracts are used for work samples, the Offeror shall also include the signed cover page associated with the contract. Work samples shall include sufficient information to substantiate each claim in the elements below. If a work sample substantiates multiple construction program areas, each construction program area must be identified within the work sample. If a work sample substantiates multiple regions, outlying areas, countries, or austere, hostile, and contingency locations, each location must be identified within the work sample.

Offerors shall give each work sample an identifier (i.e., WS1-WS22 for SBSA and WS1-28 for F&O competition). All pages within the work samples shall be numbered. Work samples shall be provided in their original format. Font, text size, and margin requirements established in Paragraphs 1.9.2.1 and 1.9.2.2 of this Section L do not apply to work sample submissions. Work samples shall be in English.

**2.5.1.1 Work Sample Cover Sheet.** A Work Sample Cover Sheet (Appendix L-03) shall be completed for each work sample submitted. Offerors shall follow the instructions provided within Appendix L-03. Each work sample shall provide at least two (2) Government Points of Contact (POC) for work samples performed on DoD Installations or two customer POCs for work performed at non-DoD locations. The Government may contact the POCs provided. The Government reserves the right to contact additional POCs if necessary.

**2.5.1.2 Work Sample Qualifications.**

(1) Work Samples shall fall into one of the following categories as specified within each element:

a. Category 1: Prime Offeror work samples shall be used. To be used, the Offeror shall have acted as the Prime Contractor, either on an individual or joint-venture (JV) basis, as long as the Offeror can demonstrate involvement in the project (for JVs only). If a company establishes a joint venture, past experience of joint venture partners, mentors, subcontractors, and affiliates will be considered. Primes may also include subsidiaries, or legal entities which fall under the parent corporation. To use subsidiaries or legal entities as a prime work sample, (1) the acquisition of the subsidiary or legal entities shall have been finalized as of the date of the solicitation, and (2) objective evidence shall be included in the work sample to demonstrate that they are now a legal entity of the corporation. If the criteria above are met, subsidiary or legal entity work samples will be considered prime work samples even if the work occurred prior to the company being acquired.

b. Category 2: Subcontractor work samples who have formal teaming arrangements may be used. In order to meet this qualification, the Subcontract shall: (1) be identified as a teaming partner who will be performing work in an identified construction program area (paragraph 2.5.2.1 of this Section L) or location (see paragraphs 2.5.2.2 – 2.5.2.4 and 2.5.2.8 of this Section L) on the Team Structure Form as required in Paragraph 2.5.5 of this Section L; (2) have acted as the Prime Contractor on the submitted Work Sample; and (3) provide a signed Teaming Agreement as required in Paragraph 2.5.5 of this Section L, stating that the Subcontractor will perform in the applicable construction program area or location.

(2) Work samples shall be for construction projects, completed within the last seven (7) years (except for contingency locations), or projects underway with construction documented to be at least 50% complete, as of the solicitation release date. For contingency locations, work samples shall be for construction projects, completed within the last fifteen (15) years, or projects underway with construction documented to be at least 50% complete, as of the solicitation release date.

(3) For all work samples, the primary scope of work shall be for construction services in a primary construction area (as defined in the SOW).

(4) For purposes of this solicitation, a DoD installation is defined as: “A facility subject to the custody, jurisdiction, or administration of any Department of Defense component at which DoD personnel are assigned and operate from, and the project in question is intended for DoD personnel occupancy/operation, for which DoD Unified Facilities Criteria (UFC) are required to be followed except where foreign agreements supersede. This term includes, but is not limited to: military reservations, installations, bases, posts, camps, stations, arsenals, vessels/ ships, or laboratories where a Department of Defense component has operational responsibility for facility security and defense.”  All locations not meeting the definition of a DoD installation are considered non-DoD work locations.

(5) For purposes of this solicitation, United States (US) is identified as: “The 50 States and the District of Columbia”.

(6) For purposes of this solicitation, and per FAR 2.101 outlying areas are defined as:

a. Commonwealths

(i) Puerto Rico.

(ii) The Northern Mariana Islands.

b. Territories.

(i) American Samoa.

(ii) Guam.

(iii) U.S. Virgin Islands; and

c. Minor outlying islands.

(i) Baker Island.

(ii) Howland Island.

(iii) Jarvis Island.

(iv) Johnston Atoll.

(v) Kingman Reef.

(vi) Midway Islands.

(vii) Navassa Island.

(viii) Palmyra Atoll.

(ix) Wake Atoll.

(7) For purposes of this solicitation, the following definitions apply:

a. Austere: areas where applicable operations may be conducted that are in remote, isolated locations, where access to modern comforts and resources may be limited or non-existent.

b. Hostile: Operational environment in which local government forces, whether opposed to or receptive to operations that a unit intends to conduct, do not have control of territory and population in the intended operational area.

c. Contingency: A military operation that is either designated by the Secretary of Defense as a contingency operation or becomes a contingency operation as a matter of law as defined in 10 U.S.C. 101(a)(13)

**2.5.2** **Self-Scoring Matrix.** The Offeror shall complete the Self-Scoring Matrix (Appendix L-05). Self-scores shall be verifiable using the work samples provided in response to Paragraph 2.5.1 of this Section L. **Note that some elements contain category restrictions.**

The Offeror shall fill in the Column E “Offeror Proposed Self-Score Points” column on the Self-Scoring Matrix. The “Offeror Proposed Self-Score Points” shall not exceed the “Maximum Self Score Points” identified in Column D for each element in Column B, “Category”. As described in Paragraph 2.5.2.6 of this Section L, the Offeror shall identify the date of the “single point in time” in Column C that was used to establish its score. “Single point in time” is defined as a three month calendar range (e.g. 1 January 2023 – 31 March 2023). Unless stated otherwise, the Offeror shall not change, adjust, or manipulate any other cells within the matrix. Each Offeror shall accurately rate itself using the scoring instructions for each element, described in Paragraphs 2.5.2.1 - 2.5.2.7 of this Section L. Each Offeror electing to propose under the F&O shall also accurately rate itself using the scoring instructions for each element, described in Paragraphs 2.5.2.8 – 2.5.2.9 of this Section L.

The burden of proof to substantiate the Offeror’s self-score rests with the Offeror. The proposal shall include evidence supporting each proposed self-score.

**2.5.2.1 Total number of primary construction program areas supported at DoD Installations or non-DoD locations**

DEFINITION: Of the work samples submitted, the Offeror shall rate itself based on the total number of primary construction program areas supported at DoD Installations or non-DoD locations. The primary construction program areas are:

1. General facility construction and renovation. This includes general administrative office buildings, daycare facilities, training buildings which do not have heavy industrial component to the building,
2. Construction or renovation of highly secure facilities complying with Intelligence Community Directive (ICD) 705,
3. Industrial facility construction and renovation to include but not limited to hangars, aircraft/vehicle maintenance facilities, water treatment plants, fuel systems, and high expansion foam fire protection systems,
4. Airfield paving to include but not limited to full runway replacement, repair and/or replacement of shoulders, aprons, taxiways and runways,
5. Non-airfield paving to include but not limited to roadways and parking lots,
6. Utilities to include but not limited to water, electrical, sewer, storm water, and airfield electrical systems,
7. Historic facility renovations,
8. General civil works to include but not limited to airfield and general grading, drainage, and culverts,
9. General infrastructure to include but not limited to fencing, vehicle barriers, awnings, and signage.

CATEGORY RESTRICTIONS: None; Category 1 and Category 2 contracts are authorized. (See paragraphs 2.5.1.2(1)(a) and 2.5.1.2(1)(b) of this Section L.)

SCORING: Maximum points allowed: 9 points. To receive the maximum points, the Offeror’s work samples shall demonstrate experience in all nine (9) primary construction program areas. A maximum of one point may be received for each primary construction program area. Offerors shall not receive extra points for providing multiple work samples which demonstrate past experience within the same construction program areas.

**2.5.2.2 Total number of United States regions supported at DoD Installations or non-DoD locations**

DEFINITION: Of the work samples submitted, the Offeror shall rate itself based on the total number of regions, identified in Appendix L-07 – 8 Region Breakdown, where the Offeror or team members performed construction services at DoD Installations or non-DoD locations.

CATEGORY RESTRICTIONS: None; Category 1 and Category 2 contracts are authorized. (See paragraphs 2.5.1.2(1)(a) and 2.5.1.2(1)(b) of this Section L.)

SCORING: Maximum points allowed: 8 points. To receive the maximum points, the Offeror’s work samples shall demonstrate construction services experience in all eight (8) identified regions for the United States, with a minimum of three (3) work samples performed at DoD Installations. A maximum of one point may be received for each region. Offerors shall not receive extra points for providing multiple work samples which demonstrate past experience within the same region. If the Offeror does not have a minimum of three (3) work samples performed at a DoD Installations in three (3) different regions, the Offeror’s points for this criterion must be scored as 0.

**2.5.2.3 Total number of United States’ Outlying areas supported at DoD Installations or non-DoD locations**

DEFINITION: Of the work samples submitted, the Offeror shall rate itself based on the total number of US outlying areas where the Offeror or team members performed construction services at DoD Installations or non-DoD locations.

CATEGORY RESTRICTIONS: None; Category 1 and Category 2 contracts are authorized. (See paragraphs 2.5.1.2(1)(a) and 2.5.1.2(1)(b) of this Section L.)

SCORING: Maximum points allowed: 3 points. To receive the maximum points, the Offeror’s work samples shall demonstrate construction services experience within three (3) outlying areas, with a minimum of one (1) work sample performed at DoD Installations. A maximum of one point may be received for each of the outlying areas where construction services projects were performed. Offerors shall not receive extra points for providing multiple work samples which demonstrate past experience within the same outlying area. If the Offeror does not have a minimum of one (1) work sample performed at a DoD Installation, the Offeror’s points for this criterion must be scored as 0.

**2.5.2.4 Total number of austere, hostile, and/or contingency locations supported at DoD** **Installations or non-DoD locations**

DEFINITION: Of the work samples submitted, the Offeror shall rate itself based on the total number of austere, hostile, and/or contingency locations where the Offeror or team members performed construction services at DoD Installations or non-DoD locations.

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CATEGORY RESTRICTIONS: None; Category 1 and Category 2 contracts are authorized. (See paragraphs 2.5.1.2(1)(a) and 2.5.1.2(1)(b) of this Section L.)

SCORING: Maximum points allowed: 2 points. To receive the maximum points, the Offeror’s work samples shall demonstrate construction services experience at two (2) austere, hostile, and/or contingency locations, with a minimum of one (1) work sample performed at a DoD Installation. A maximum of one point may be received for each of the austere, hostile, and/or contingency location where construction services projects were performed. Offerors shall not receive extra points for providing multiple work samples which demonstrate past experience within an austere, hostile, and/or contingency locations. If the Offeror does not have a minimum of one (1) work sample performed at a DoD Installation, the Offeror’s points for this criterion must be scored as 0.

**2.5.2.5 Total number of subcontractors managed by prime contractor under a single construction project**

DEFINITION: Of the work samples submitted, the Offeror shall select up-to eight (8) that include management of multiple subcontractors by the prime, supported under a single work sample. The Offeror shall select projects for construction services that included management of subcontractors who were not part of a formal teaming arrangement. To validate that subcontractors were managed by the prime, the work sample shall be accompanied by supporting documents including one or more of the following: signed subcontract or invoice showing the work title or primary contract or order number matching the work sample.

CATEGORY RESTRICTIONS: Yes; the Offeror shall only receive points for Category 1 work samples. (See paragraph 2.5.1.2(1)(a) of this Section L.)

SCORING: Maximum points allowed: 80 points. To receive the maximum points, the Offeror’s work samples and accompanying support documents shall demonstrate experience in construction services that include ten (10) subcontractors managed by the prime under a single construction services work sample for each of the eight (8) work samples selected. A maximum of one point may be received for each subcontractor under a single construction services work sample up to a total of ten subcontractors for a potential maximum of ten (10) points for each work sample. Work performed at DoD Installations and work performed at non-DoD work locations may be counted. Offerors shall not receive extra points for additional subcontractors managed under the identified projects.

**2.5.2.6** **Total number of construction services contracts performed as Prime at a single point in time**

DEFINITION: Of the work samples submitted, the Offeror shall select up to nine (9) projects that include three (3) instances of performance of three (3) projects at a single point in time (see below example). The Offeror shall then rate itself based on the total number of construction services contracts performed at a single point in time. The Offeror shall select and identify the chosen 3-month range as the single point in time. The selected single point in time shall be the same 3-month range for all work samples, and this point in time shall be within seven (7) years of this solicitation release, except for contingency projects which shall be within fifteen (15) years of this solicitation release.

For example:

* WS1, WS4, and WS5 had work performed from 1 January 2022 – 31 March 2022;
* WS6, WS12, and WS22 had work performed from 22 January 2022 – 21 April 2022; and
* WS7, WS10, and WS21 had work performed from 5 May 2022 – 4 August 2022.

CATEGORY RESTRICTIONS: Yes; the Offeror shall only receive points for Category 1 work samples. (See paragraph 2.5.1.2(1)(a) of this Section L.)

SCORING: Maximum points allowed: 6 points. To receive the maximum points, the Offeror’s work samples shall demonstrate three (3) instances of experience performing three (3) construction services projects performed at a single point in time (see below example). A maximum of one point may be received for performance of two construction services projects at a single point in time. A maximum of two points may be received for performance of three (3) construction services projects at a single point in time. Work performed at DoD Installations and work performed at non-DoD work locations may be counted. Offerors shall not receive extra points for providing additional work samples that reflect performance of additional projects at a single point in time or provide additional work samples that reflect greater than three (3) construction services contracts performed at a single point in time.

For the aforementioned example:

* WS1, WS4, and WS5 had work performed from 1 January 2022 – 31 March 2022 (2 pts);
* WS6, WS12, and WS22 had work performed from 22 January 2022 – 21 April 2022 (1 pt); and
* WS7, WS10, and WS21 had work performed from 5 May 2022 – 4 August 2022 (2 pts).

**2.5.2.7 Total dollar value of construction services projects supporting DoD Installations or non- DoD locations**

DEFINITION: Of the work samples submitted, the Offeror shall rate itself based on the total dollar value, to include any options, where the Offeror performed construction services supporting DoD or non-DoD locations.

CATEGORY RESTRICTIONS: Yes; The Offeror shall only receive points for Category 1 work samples. (See paragraph 2.5.1.2(1)(a) of this Section L.)

SCORING: Maximum points allowed: 66 points. All submitted work samples are evaluated for this criterion. Points shall be assigned on the following basis within the following ranges: one (1) point for every construction services work sample between $100k - $10.99M, two (2) points for every construction services work sample between $11M - $30.99M, three (3) points for every construction services work sample greater than or equal to $31M.  To receive the maximum points, each of the Offeror’s work samples and accompanying support documents shall demonstrate work sample values greater than or equal to $31M. Work performed at DoD Installations and work performed at non-DoD work locations may be counted.

**2.5.2.8 Full & Open Only: Total number of primary overseas countries supported at DoD Installations or non-DoD locations**

DEFINITION: Of the work samples submitted, the Offeror shall rate itself based on the total number of primary overseas countries where the Offeror or team members performed construction services at DoD Installations or non-DoD locations.

CATEGORY RESTRICTIONS: None; Category 1 and Category 2 contracts are authorized. (See paragraphs 2.5.1.2(1)(a) and 2.5.1.2(1)(b) of this Section L.)

SCORING: Maximum points allowed: 6 points. To receive the maximum points, the Offeror’s work samples shall demonstrate construction services experience within the following primary overseas locations: Germany, Korea, Japan, the United Kingdom (including Ireland), Italy, and Saudi Arabia, with a minimum of three (3) work samples performed at DoD Installations. A maximum of one point may be received for each of the primary overseas countries. Offerors shall not receive extra points for providing multiple work samples which demonstrate past experience within the same primary overseas country. If the Offeror does not have a minimum of three (3) work samples performed at DoD Installations at different primary overseas locations, the Offeror’s points for this criterion must be scored as 0.

**2.5.2.9 Full & Open Only: Total dollar value of construction services projects supporting DoD Installations or non-DoD locations**

DEFINITION: Of the work samples submitted, the Offeror shall rate itself based on the total dollar value, to include any options, where the Offeror performed construction services supporting DoD or non-DoD locations.

CATEGORY RESTRICTIONS: Yes; The Offeror shall only receive points for Category 1 work samples. (See paragraph 2.5.1.2(1)(a) of this Section L.)

SCORING: Maximum points allowed: 112 points. All work samples are considered for this criterion. Points shall be assigned on the following basis within the following ranges: one (1) point for every construction services work sample between $51M - $64.99M, two (2) points for every construction services work sample between $65M - $79.99M, three (3) points for every construction services work sample between $80M - $89.99M, and four (4) points for every construction services work sample valued greater than or equal to $90M.  To receive the maximum points, each of the Offeror’s work samples and accompanying support documents shall demonstrate work sample values greater than or equal to $90M. Work performed at DoD Installations and work performed at non-DoD work locations may be counted.

**2.5.3 Ties and Tie Breakers.** Tie (definition): When more than one HTRO proposals have the same validated score.

If ties exist within either the SBSA or the F&O group at the planned maximum number of awards (15 and 12, respectively), the Government will award contracts to all of the tied HTRO proposals.

**2.5.4 Cross Reference Matrix**. The Offeror shall provide a Cross Reference Matrix which clearly identifies the exact location of the substantiating data within the work samples. The Cross Reference Matrix shall be completed using Appendix L-04 – Cross Reference Matrix. The Offeror shall identify the criterion they are seeking to validate, as well as the documentation (and any additional references) they have submitted as part of their work sample to validate each criterion. Appendix L-04 has additional instructions for completion of the Cross Reference Matrix. The Offeror is not limited to the types of documents identified in the instructions tab of the Cross Reference Matrix. If the Offeror uses a subsidiary or legal entity as a prime work sample, the Offeror shall be sure to include a reference to the objective evidence which demonstrates that they are a legal entity of the parent corporation. Offerors are encouraged to verify the accuracy of each reference as the Government will utilize only the references provided in the Cross Reference Matrix by each Offeror to validate each Offeror’s scores. The Offeror shall assume that the Government has no prior knowledge of its capabilities, and experience.

**2.5.5 Team Structure.** The Offeror shall identify the team structure it will use to meet Government requirements. The Offeror shall identify the team structure within Appendix L-02 – Choice of Competition. The Offeror shall provide the details of this structure within Appendix L-06 – Team Structure Format:

(1) Identify the team member’s name, address, Commercial and Government Entity (CAGE) code, and Unique Entity Identifier (UEI) number.

(2) Identify the relationship between the prime, each team member.

(3) Identify the region(s), country(s), outlying area(s), and/or austere, hostile, and/or contingency locations in which the prime intends on utilizing team member(s) for performance. In accordance with Paragraph 2.5.1.2 countries shall be listed when the teaming partner’s work sample is used. If multiple region(s), country(s), outlying area(s), and/or austere, hostile, and/or contingency locations are anticipated, list them all in a single cell, or

(4) Identify the primary construction program area(s) in which the prime intends on utilizing team member(s) for performance. If multiple program areas are anticipated, list them all in a single cell.

**Teaming Agreements.** The Offeror shall provide signed Teaming Agreements (TA) between the Prime Offeror and each team member. The TA shall identify each location or each primary construction program area in which the teaming partner is expected to perform. Teaming Partners will be identified in any resulting contract and approval for use of a subcontractor in lieu of an identified teaming partner for the work or location in which their teaming partner is stated to perform at the task order level will be required in the awarded ordering procedures.

All team members must have a signed TA. A subcontractor without a TA with the Offeror is NOT considered as part of the "team" and will not be evaluated as such.

Any information submitted for subcontractors without a TA will not be evaluated.

(a) The Government will consider the Offeror and all subcontractors a "team" when evidence of a signed TA is provided in Volume I, Contract Documentation and Volume II, Technical.

(b) A Joint Venture (JV) will be considered a sole business entity.

(c) Mentor-Protege (M-P) is a relationship and not a business entity. M-Ps require formal TAs or LOIs to qualify for consideration as a team member.

(d) The proposal shall present a complete, coherent presentation of team abilities as applicable.

**2.5.6 Burden of Proof.** The burden of proof for substantiating points in the self-score system rests with the Offeror. The proposal shall contain sufficient data to substantiate the points claimed by the Offeror.All proposal information is subject to verification by the Government. Falsification of any proposal submission, documents, or statements may be subject the Offeror to disqualification from this source selection.

**2.5.7 Organizational Structure Change History**. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source selection. In order to understand the relationships between organizations and accurately evaluate credit for past experience, include in this proposal volume a "roadmap" describing all such changes in the organization of your company, if necessary. A pamphlet or other commercial document describing such reorganizations may be used to describe the changes. As part of this explanation, describe how these changes impact the relevance of any efforts you identify for past experience evaluation. Your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

* 1. **VOLUME III – FACTOR 2 - SMALL BUSINESS PARTICIPATION**

This factor applies only to Offerors proposing *for the Full and Open portion* of this solicitation. Subcontracting Plans submitted by Apparent Successful Offerors in the Full and Open portion of this solicitation will be assessed.

**2.6.1** The Small Business Participation volume shall consist of the following Paragraph:

1. Small Business Participation Commitment Document (SBPCD)
2. Small Business Subcontracting Plan (if applicable)

**2.6.2** **Small Business Participation Commitment Document (SBPCD):** All Offerors (both Other Than Small Businesses and Small Businesses) proposing for the Full and Open portion of this solicitation shall provide the following SBPCD requirements IAW FAR 15.304 and DFARS PGI 215.304(c)(i)(A), utilizing the template provided, Section L, Appendix L-9, and substantiating documentation to demonstrate how the Offeror will meet these requirements.  This required information will be used to evaluate the extent of your proposed participation/commitment to use U.S. Small Businesses in the performance of this acquisition (as Small Business Prime Offerors or Small Business Subcontractors) relative to Section M, Factor 2, Small Business Participation. These SBPCD requirements will be incorporated into any resulting contract(s) as specified in Section L of this solicitation.

**2.6.2.1** Prime Offeror’s Size: Identify the applicable size and applicable socioeconomic categories for the **PRIME** Offeror only when submitting your proposed SBPCD. Include this information within the initial section of the proposed SBPCD and check all applicable boxes:

Prime Offeror’s Size

{ } Other than Small Business

or

{ } Small Business also categorized as a

{ } Small Disadvantaged Business (SDB)

{ } Woman-Owned Small Business (WOSB)

{ } Historically Underutilized Business Zone (HUBZone) Small Business

{ } Service Disabled Veteran Owned Small Business (SDVOSB)

{ }Veteran-Owned Small Business

**2.6.2.2** Identify the Small Business concerns (SBC), as defined in FAR Part 19, that are to be used in your proposed approach to satisfying the requirements of this solicitation for the entire performance period, including company name, business category(ies), description of products or services and NAICS code to be provided by each SBC and the nature of the commitment with the SBC (i.e., letter of commitment, joint ventures, mentor protégé agreements, others). Binding commitments shall become enforceable, contractual requirements. Small Business Offerors will include their own efforts when addressing the names, products and/or services and estimated total dollars planned to be provided by small business concerns. Use the table/format example below, contained in Appendix L-9 in proposing this required information:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company Name** | **List all SBA Socioeconomic Certifications** *(SB, SDB, WOSB, SDVOSB, VOSB, HUBZone)* | **Product(s)/Service(s) to be provided including type and variety of work** | **NAICS Code** | **Nature of Commitment** (e.g., Letter of Commitment, JV, mentor protégé agreements, etc.) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**2.6.2.2.1** The work to be performed directly by a Small Business prime Offeror and any similarly situated subcontractors, shall be evaluated as Small Business Participation. Small Business Prime Offerors shall include their information in the above subparagraphs 2.6.2.2 of this Section L, as required.

**2.6.2.2.2** The Offeror shall include supporting documentation of their commitment to Small Business participation such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment. Supporting documents are excluded from the page counts listed in the table in paragraph 2.2 of this Section L. 

**2.6.3** **Small Business Subcontracting Plan.** Other than small business Offerors shall submit a Small Business Subcontracting Plan (see Appendix L-10 Small Business Subcontracting Plan Template) that promotes Small Business Participation including all elements of FAR 52.219-9 Alternate II, FAR 52.219-8, Utilization of Small Business Concerns, DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), and DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program).

Other than small business Offerors shall not utilize the Small Business Subcontracting Plan in the place of the SBPCD. The Government will evaluate whether an Offeror’s Small Business Subcontracting Plan meets or does not meet the following minimum small business participation goals.

The Small Business Subcontracting Plan will be incorporated in any resulting contract.

FAR 52.219-9 *Small Business Subcontracting Plan* does not apply to small business concerns; however, they shall address Volume III - Small Business Participation, as required by paragraph 2.6 of this Section L and Section M, paragraph 5.2 criteria.)

The following chart provides the minimum goals for subcontracting to Small Businesses. Goals provided by the Government are the minimum goals only and firms may increase those percentages. Note that the Subcontracting Plan shall provide the total subcontracted dollars and percentages to both Small Businesses and Other Than Small Businesses using an anticipated total contract value of $625,000,000.00. This amount was derived by dividing half the contract value by the anticipated number of awardees in the Full and Open portion of the contract and is only for proposal purposes - it is not a guarantee of award amount. Offerors shall use the total subcontracted dollars to base their subcontracted dollars to Small Businesses separately and Other Than Small Businesses separately. The proposed value being subcontracted to individual Small Business socioeconomic categories (e.g., Small Disadvantaged Small Businesses (including ANC and 8(a) firms), Woman-Owned Small Business, Service-Disabled Veteran-Owned Small Businesses, Veteran-Owned Small Businesses, and HUBZone Small Businesses) shall be calculated by using the total dollars subcontracted only to Small Businesses. Also, because this contract involves a base period of five-years and 5 one-year option periods, the subcontracting plan shall include the following:

- Summary of Base and all Option Periods (using $625,000,000.00)

- Subcontracting Plan for Base period (five years) (using $312,500,000.00)

- Individual subcontracting plans for each of the 5 one-year periods (using $31,250,000.00/year)

- These hypothetical and notional values are established solely for the purposes of evaluating subcontracting and is not an assurance of award.

|  |  |
| --- | --- |
| - Small Business | 30% of total subcontracted dollars |
| -- Small Disadvantage Small Businesses | 10% of total subcontracted to Small Business dollars |
| -- Woman-Owned Small Businesses | 5% of total subcontracted to Small Business dollars |
| -- HUBZone Small Businesses | 3% of total subcontracted to Small Business dollars |
| -- Veteran-Owned Small Businesses | 3% of total subcontracted to Small Business dollars |
| -- Service-Disabled Veteran-Owned Small Businesses | 5% of total subcontracted to Small Business dollars |

Describe how specific subcontracting percentage goals and targets will be met for the contract expressed in dollars and in percentages of the total contract dollars and total subcontracting dollars to each socio-economic small business category listed above. The subcontracting goals may be met by any combination of subcontracts or vendor purchases and should make use of small businesses to the maximum extent practicable. The goals and percentages provided are the minimum acceptable. Offerors may exceed these goals and percentages to maximize small business participation further.

**2.6.3.1** Small Business Subcontracting Plan enforceable, contractual requirements shall require periodic progress reporting to facilitate government monitoring in the event of an award. Successful Other Than Small Business Offerors are to complete annual reporting through the Electronic Subcontracting Reporting System (eSRS) of the requirements contained in this Section L.

**2.7 VOLUME IV – FACTOR 3 - PRICE**

**2.7.1 General Instructions.**

1. These instructions are applicable to prime contractors as well as teaming partners. Prime contractors are responsible for ensuring that all instructions provided herein are disseminated to all their teaming partners.
2. Data beyond that required by this instruction shall not be submitted unless it is considered essential to document or support Offeror’s price position.
3. Note that an unreasonably high proposed Total Evaluated Price (TEP) for the Pricing Model may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an unreasonable proposal.
4. For evaluation purposes and establishment of not-to-exceed (NTE) FFP Fully Burdened Labor Rates, Offerors are required to submit only FFP pricing. CPFF CLINs will be established in the basic contract; however, price or cost realism will be conducted as necessary at the Task Order level in further competitions.
5. CPFF CLINs (F&O awards only) will be established in the basic contract. Accordingly, CPFF type proposals (F&O awards only) will be requested and evaluated as necessary at the Task Order level in further competitions. No CPFF pricing is required at this time.
6. FAR 52.217-8, Option to Extend Services. The solicitation and subsequent award for this acquisition contains the clause at FAR 52.217-8, Option to Extend Services. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. Offerors shall not submit additional rates for the potential six-month extension of services period. Instead, the Labor Rates Table spreadsheet will automatically pull the rates from the last one-year option period into the columns for the FAR 52.217-8 option (see Appendix L-08 for additional instructions). This means, the price of the FAR 52.217-8 option will be half the price of the final one-year option period and included in the TEP.

**2.7.2 Firm-Fixed-Price Labor Rates.**

1. NTE FFP Fully Burdened labor rates shall include hourly base rates plus out-year escalation, indirect rates, and profit.
   1. These fully burdened labor rates shall be submitted for each of the fiscal years contained in Appendix L-08, Labor Rates Table.
   2. Appendix L-08, Labor Rates Table shall be submitted in Microsoft Excel format. Do not password protect any Price Proposal Microsoft Excel spreadsheets. Do not alter formulas or hours.
   3. A NTE FFP Fully Burdened labor rate must be submitted for each labor category indicated in Appendix L-08. Each labor category is defined under the Tab entitled, Labor Category Definitions.
   4. Offerors are expected to use their customary formats and calculations consistent with their normal accounting practices to develop the NTE FFP Fully Burdened labor rates.
2. All labor categories identified in the Appendix L-08, Labor Rates Table shall be covered and proposed collectively by the prime and/or teaming partners for NTE FFP Fully Burdened labor rates. The Offeror shall ensure that all labor categories are covered but NOT all labor categories must be covered by any one business entity. If an Offeror’s labor category nomenclature differs from the Government’s, the Offeror must provide a cross-reference in support of meeting the Government’s minimum labor qualification for that specific category, i.e., describe qualification for the skill level applicable to the labor category in terms of education level, experience, and typical skills/capabilities/job functions.
3. The rates as proposed in the Labor Rates Table shall be contractually binding ceiling rates should Offeror be awarded a contract. The ceiling rates shall be utilized for future single-source task orders and task order modifications; however, when competing for task orders, discounted or lower rates may be proposed.
4. Failure to propose rates for all labor categories will render the proposal incomplete, and the entire proposal will be subject to rejection.

**2.7.3 Pricing Schedule.** The Offeror shall complete the proposed hourly labor rates for all labor categories in Section L Appendix L-08, Labor Rates Table “FFP Labor Rates” Tab. Offerors shall propose one labor rate per labor category per year. Each labor category shall include labor rates for the five-year Base Ordering Period and the five (5) one (1) year Option Ordering Periods. The hourly rates proposed shall represent NTE fixed rates for each labor category and performance period, which will be utilized for future ordering on the C2E IDIQ should the Offeror be awarded a contract. The price offered shall be the Offeror’s best price for performance of the work as set forth in this solicitation.

**2.7.4** **Pricing in U.S. Dollars.** All proposed prices shall be submitted in USD, with unit prices in whole dollar amounts. Offers not submitted in the USD currency will not be evaluated for award. Offers not submitted in whole dollar amounts will be determined to be non-compliant.

**2.7.5** **Incomplete pricing information**. Missing or incomplete pricing information may result in proposal rejection by the Government.

**2.7.6** **Preliminary Determination of Adequate Price Competition.** In accordance with FAR 15.403- 1(c)(1), the CO has made a preliminary determination of adequate price competition for this acquisition. Upon examination of the initial offers, the PCO will review this determination. If, in the PCO’s opinion, adequate price competition exists, no additional data will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the PCO determines that adequate price competition no longer exists, Offerors may be required to submit certified cost or pricing data or other than certified cost or pricing data IAW FAR 15.403.