

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. FA448617R0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-Apr-2017	PAGE OF PAGES 1 OF 29
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY 65 CONF/LGCA 65TH CONTRACTING FLIGHT APO AE 09720-7710 TEL: 011-351-295-571468 FAX: 011-351-295-573758		CODE FA4486	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div>	
9. FOR INFORMATION CALL:	A. NAME PEDRO N MENDES		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 011-351-295-57-6492	
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 <i>(Title, identifying no., date):</i> <p>Basic Ordering Agreement (BOA) for Paving: Sections E through J are the terms, conditions and provisions that will apply to each task/delivery order solicitation issued hereunder.</p> <p>Proposals must reach this office by 14:00h, local time, 3 May 2017 and shall be subject to FAR provision 52.215-1, Instructions to Offerors - Competitive Acquisition. Offers can be mailed or hand carried to this office at the above address or e-mailed to Pedro Mendes at pedro.mendes.pt@us.af.mil and 65CONF.LGC.ALL@us.af.mil.</p> <p>The government reserves the right to cancel this solicitation at any point before award.</p> <p>Magnitude of Construction: The magnitude of construction will be indicated in each task/delivery order solicitation issued hereunder.</p> <p>Item 11 below: The information regarding the work initiation and completion days will be indicated in each task/delivery order solicitation issued hereunder.</p>				
11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u> 1 </u> copies to perform the work required are due at the place specified in Item 8 by <u> 04:00 PM </u> (hour) local time <u> 03 May 2017 </u> (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 <input type="checkbox"/> is, <input checked="" type="checkbox"/> 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 <u> 90 </u> 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>					
CODE FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
					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 consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <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	<p>Paving FFP The contractor shall supply all materials, labor, plant, tools, equipment, transportation, and incidentals thereto to perform all paving operations as described in the Technical Specifications. Work includes, but is not limited to tasks in a variety of trades such as pavement, excavation, underground conduits (for exterior electrical, plumbing, communications, storm and sanitary sewer), traffic markings, painting, demolition, and concrete work. The contractor shall follow regulatory guidance provided by applicable Air Force Instructions (AFI), Lajes Field Facilities Excellence Standards and Lajes Construction Site Standards. FOB: Destination</p>				
NET AMT					

Section C - Descriptions and Specifications

SECTION CSCOPE OF WORK

This BASIC ORDERING AGREEMENT (BOA), herein after referred to also as the “Agreement” is a written instrument of understanding between the 65th Contracting Flight, Lajes Field, here after referred to as the “Contracting Activity”, represented by the Contracting Officer, and here after referred to as the “Contractor”, for the performance of Pavements as set forth in the technical specifications for pavements (May 2017), attachment 1 herein. Projects can range from execution by the Contractor from Government provided specifications and drawings to complete design build by the Contractor. The effective date of this agreement is the date in item 31c of page 1 (Standard Form 1442).

DURATION

This agreement shall remain in effect for a period of 5 years from the effective date or when the aggregate obligated task/delivery order value reach \$4,999,999.99 which ever is first.

MODIFICATION

This Basic Ordering Agreement may be modified only under its terms and conditions or by mutual agreement of the parties.

REVIEW

This Agreement shall be reviewed by the Contracting Activity at least annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the Federal Acquisition Regulation and applicable supplements or to statutory requirements. Any change shall be effective only through written modification to this Agreement and not by individual orders issued hereunder. Modifications to this Agreement shall have no retroactive effect on orders previously issued.

CANCELLATION/TERMINATION

This Agreement may be cancelled/terminated in its entirety at no cost by either party. The party desiring to cancel/terminate this Agreement shall serve to the other party a written notice of such intent at least 30 calendar days prior to the effective date of the cancellation/termination. The parties agree that the cancellation shall have no effect on any order not completed by the effective date of the cancellation/termination. The Contractor shall proceed diligently and complete such orders under the terms and conditions of this Agreement.

APPLICABILITY

The terms and conditions of this Agreement shall be applicable to all task/delivery orders issued citing this document.

PRICES

Orders placed under this agreement should be based on the Not to Exceed prices set forth in attachment 2 herein for the applicable ordering period. The Contractor may apply prices inferior to those set forth in attachment 1 based on his considerations for quantities, economy of scale or other factors but should not exceed these prices for any task/delivery order issued hereunder. The prices of incidental/additional tasks/work(s) not foreseen in attachment 2 but manifestly

necessary for the good outcome of any particular ordered effort/project shall be determined through negotiations between the parties. The aggregate amount of these incidental/additional tasks/work(s) cannot exceed 15% of the total amount of any order issued hereunder. Failure to reach agreement on the price for any order hereunder shall be a dispute under the Disputes clause included in this Agreement.

BINDING CONTRACT

Upon issuance of a task/delivery order by an authorized ordering office, a binding contract shall be established between the Contractor and the Contracting Activity.

NON PAYMENT FOR PROPOSALS

The Government shall not be liable for reimbursement of any Contractor proposal preparation costs for any solicitation request issued for a task/delivery order proposal under this Agreement, whether the request is funded or is issued under advance solicitation authority given to the Contracting Office. Advance solicitation authority permits the issuance of solicitations before funds become available or certified. Under this advance authority funds are not available and may not become available. The Government makes no promise to award a task/delivery order. If funds do not become available the Government will cancel the solicitation.

TASK/DELIVERY ORDER PROCESS

Upon identification of a requirement within the scope of this Agreement, the Contracting Activity or authorized Ordering Office shall notify the Contractor of the requirement. The notification shall identify:

- The applicable technical details of the requirement;
- The desired/required period of performance;
- Magnitude of construction;
- Any applicable liquidated damages;
- Any material submittal requirements;
- Any requirement for tracking performance progress through progress charts and reports;
- Site Visit date and time and place of convene;
- The offer/quotation due date;
- Any special provisions all clauses whose applicability is specified herein with the wording "APPLICABLE IF AND WHEN CITED IN THE TASK/DELIVERY SOLICITATION" or similar wording;
- Any evaluation factors and the basis of award if other than Low Price;
- A task/delivery delivery shall be issued to the Contractor by the authorized ordering office upon reaching agreement on the price of a requirement;

The Contractor shall initiate and perform work as specified in the task/delivery order. The task/delivery order shall include:

- Identification of the requirement and the technical details governing execution of work;
- The period within which the Government will issue a Notice to Proceed;
- The period of performance;
- Any specific special provision or clause;
- Applicable liquidated damages;
- List of Materials requiring approval by the Contracting Officer;

Requirement for submission of progress schedules and reports;

Section E - Inspection and Acceptance

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 11-MAY-2017 TO 10-MAY-2022	N/A	65 CES/CERF - F2N33Q JOSE BARBOSA BASE CIVIL ENGINEERING BLDG T-570 APO AE 09720 295-57-6839 FOB: Destination	F2N33Q

CLAUSES INCORPORATED BY REFERENCE

52.211-13	Time Extensions	SEP 2000
52.242-14	Suspension of Work	APR 1984

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 **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 last day of the contract, in addition, any period of performance resulting from the exercise of options**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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 specified in each individual task order for each calendar day of delay until the work is completed or accepted.

The first day of delay the contractor will be assessed liquidated damages at a rate comprised of construction inspection and management costs, contract administration costs, and legal counsel costs of \$211.25. On subsequent days the liquidated damages rates will be comprised of construction inspection and management costs and contract administration costs of \$161.69. Any other expenditure that will cost the government will be assessed as liquidated damages for each task order performed.

(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)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
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
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	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
52.236-13	Accident Prevention	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
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
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	DEC 2012
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(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 50 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

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 N/A.

(b) Weather conditions:

Average Monthly High & Low Temperatures (Fahrenheit)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
61 / 55	61 / 54	61 / 55	63 / 55	66 / 57	70 / 61	75 / 64	77 / 66	75 / 66	70 / 61	64 / 59	63 / 55

Average Monthly Rainfall (inches)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3.9	6.2	4.3	3.5	2.3	1.9	1.5	2.3	3.1	5.1	6.6	5.5

(c) Transportation facilities NONE.

(d) NONE.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(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>

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 11 May 2017 through 10 May 2022.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained 65th Air Base Group, Force Protection at DSN 535-3015 or Comm: 011-351-295-57-3015.

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (_____) RATE (PERCENTAGE): (_____)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(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 different task order requirements.

(End of clause)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

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

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the

approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

OMBUDSMAN (APR 2014)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Primary:

Mr. Douglas Guldán

AFICA/KU, UNIT 3103, APO, AE 09094-3103

AFICA/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany
E-mail: douglas.guldan@us.af.mil
Tel: DSN: (314)480-2209 Fax: (49)-6731-47-2025

Alternate:

Ms. Heidi Hoehn
AFICA/KU, UNIT 3103, APO, AE 09094-3103
AFICA/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany
E-mail: heidi.hoehn.de@us.af.mil
Tel: DSN: (314)480-9330 Fax: (49)-6731-47-2025

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

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

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

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

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [AFI 31-101, Volume 1](#), The Air Force Installation Security Program, and [AFI 31-501](#), Personnel Security Program Management, as applicable.

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Specifications	65	
Attachment 2	Bid Schedule	5	
Attachment 3	Lajes Field Facilities Excellence Standards	219	
Attachment 4	Lajes Construction Site Standards	9	

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

MAGNITUDE OF CONSTRUCTION PROJECT

(IAW FAR 36.204)

The estimated amount of the project is: **To be determined on individual task orders issued against the Basic Ordering Agreement.**

AMENDMENT OF SOLICITATION PRIOR TO CLOSING TIME

The Government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such revisions or changes will be communicated by amendments to this Request for Proposal (RFP). If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Amendments will be posted on the GPE at www.fbo.gov, with the solicitation documents without notice.

TELEGRAPHIC/TELEPHONIC/FACSIMILE RESPONSES

- (a) The term "Telegram" includes mailgrams.
- (b) Telephonic receipt of modifications or withdrawals does not qualify the telegrams/telefax as being timely. The telegram itself must be received by the proper official at the Government installation by the time specified.
- (c) Telegraphic/telephonic/facsimile proposals will not be considered.

TELEGRAPHIC OR FACSIMILE MODIFICATION/WITHDRAWAL OF PROPOSALS

Telegraphic/Facsimile modification of proposal or withdrawal of proposal is not authorized.

DEBRIEFING OF UNSUCCESSFUL OFFERORS

- (a) IAW FAR 15.505 – Pre-award Debriefing of Offerors. Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award. The offeror may request a pre-award debriefing by submitting a written request for debriefing to the Contracting Officer within 3 days after receipt of notice of exclusion from the competition.
- (b) IAW 15.506 – Post-award Debriefing of Offerors. An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.
- (c) Debriefings are conducted with the goal of identifying to unsuccessful offerors where changes can be made to improve future participation. To that end, debriefings requested will be conducted with only one offeror at a time. Offerors requesting a debriefing shall provide their questions in writing in advance of the debriefing. The debriefing shall be confined to a discussion of the offeror's proposal, and its strong and weak points in relation to the requirements of the solicitation.

GENERAL INFORMATION

Offerors are cautioned that Lajes Field, Terceira Island, Azores, Portugal has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. **SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS.** Offerors should allow sufficient time to obtain a visitor pass and arrive at Bldg. T-615 PRIOR to the time specified for receipt. Late proposals will be processed in accordance with FAR 52.215-1 "Instructions to Offerors – Competitive Acquisitions"

PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. The response shall consist of two (2) separate parts; **Part I** - Price Proposal and **Part II** - Technical Proposal.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional 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 and affordability of the price.

C. Specific Instructions:

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

- (a) Complete blocks 14 through 20C of the RFP Section A, [SF1442](#). In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.
- (b) Insert proposed unit and extended prices in Section B for each Contract Line Item Number (CLIN) or attached Bid Schedule.
- (c) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections F through J, the offeror shall submit only those pages that require a fill-in.
- (d) A letter of authorization for the contracting officer to verify offeror's financial responsibility (Attachment 3). Include name, address and phone numbers for financial institutions to include point of contact.
- (e) Acknowledgement of all amendments to the solicitation in accordance with the instructions on the SF 30 (amendment form).

2. **PART II – TECHNICAL PROPOSAL** - *Limited to no more than 10 pages.*

- (a) **Subfactor 1 - Alvara Certification:** Offerors shall provide one (1) current copy, in Portuguese and one (1) officially translated English copy of the Alvara Certification. Offeror shall furnish Alvara Certification that proves they are certified to conduct business in the country of Portugal using the scope and magnitude of this requirement. If offeror proposes to use a sub-contractor they must provide the Alvara Certification of this company with the sub-contractor's.
- (b) **Subfactor 2 – Staffing Plan:** This sub-factor shows the offeror's proposed methodology to meet the unique staffing and manning requirements for paving projects as described in the attached specifications (Attachment 1), to include organization structure, and recruitment and coverage of key positions. The offeror's proposal shall include at a minimum the following positions:
 - Project Manager
 - Site Superintendent
 - Quality Control Manager

3. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

- (a) Requirements of the RFP (CLINs & Specifications) and government standards and regulations pertaining to the specifications.
- (b) Evaluation Factors for Award in Section M of this RFP.
- (c) Any limitation on the number of proposal pages. Pages exceeding the limitations set forth in this Section L will not be read or evaluated, and will be removed from the proposal.

D. General Information:

1. **Format for proposal Parts II shall be as follows:**

- (a) The proposals will be 8 1/2" x 11" paper or standard A4 paper, except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".
 - (b) A page is defined as one face of a sheet of paper containing information.
 - (c) Typing shall not be less than 10 point.
 - (d) Elaborate formats, bindings or color presentations are not desired or required.
2. Offeror should allow sufficient time to arrive and submit the proposals to Contracting Office PRIOR to the set closing time. Late proposals will be processed in accordance with the provisions established in FAR 15.208 "Late Submission, Modifications, and Withdrawals of Proposals". If a gate access is not granted please contact the Contracting Officer immediately. The contractors are responsible for coordinating and processing gate pass requests in a timely manner. The USAF shall not be held accountable. The USAF shall not be responsible for delays due to in-processing or out-processing the base.
3. All contractor's questions in response to this solicitation must be emailed to pedro.mendes.pt@us.af.mil and 65CONF.LGC.ALL@us.af.mil no later than 1 May 2017 at 1400 AZOST. The US Government will not be held responsible for answering any questions after this time. All questions/answers resulting from this solicitation will be disseminated via email
4. This section provides general guidance for preparing proposals. Offerors' proposals must include all data and information requested by this solicitation and must be submitted and conducted in strict accordance with these instructions. Non-conformance with the specific organization, content, and page limitations may result in proposal not being considered for award or depending on the magnitude of the non-conformance; the proposals may be eliminated from further consideration.
5. The proposal must be completed and returned no later than 3 May 2017 at 1400 AZOST. To :

65 CONF/LGCA
Attn: Pedro Mendes, FA4486-17-R-0007
UNIT 7710
Lajes Air Field, Lajes, Portugal 09720

6. Notice to Offerors: The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

Section M - Evaluation Factors for Award

SECTION M**EVALUATION FACTORS FOR AWARD**

The 65 Contracting Flight intends on awarding multiple Basic Ordering Agreements (BOAs) to offerors meeting the criteria as established in the Solicitation regarding Paving.

Under this Paving requirement, firms selected for a BOA will compete on task orders for requirements. If adequate competition cannot be obtained, the Government reserves the right to open the area of competition to include non-BOA holders. The anticipated types of work may include but is not limited to the following: tasks in a variety of scope such as pavement, excavation, underground conduits (for exterior electrical, plumbing, communications, storm and sanitary sewer), traffic markings, painting, demolition, and concrete work.

Basis for Agreement Award

The Government will make multiple Agreement awards from among those offerors meeting the Acceptable standards for all evaluation factors. Agreements will be established with the offerors who are deemed responsible in accordance with the FAR Part 9.1, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and are judged, based on the evaluation factors to represent a technically acceptable proposal. The evaluation process shall proceed as follows:

A. Price Evaluation. The anticipated contract type for this requirement is firm-fixed priced Basic Ordering Agreements and, therefore, price realism is not required. However, each offeror's total evaluated price will be evaluated for reasonableness and completeness. Pricing will be considered acceptable if the total evaluated price is reasonable, when compared to market prices, and complete.

Price Factor: Offerors whose price is determined to be unreasonable or incomplete may not be considered for award

The offeror's price proposal will be evaluated for award purposes based upon the completed bid schedule proposed for the requirement (Attachment 2).

Reasonableness: The offeror's Price proposal will be evaluated to ensure it is fair and reasonable, pursuant to FAR 15.404. For additional information see FAR 31.201-3

B. Technical Acceptability. The offeror's technical capability will be evaluated against the Government's requirement to determine whether the proposal is technically acceptable or unacceptable. Technical capability will be considered acceptable if both sub factors listed below receive an acceptable rating.

Sub factor 1 - Alvara Certification: Offeror's provided one (1) current copy, in Portuguese, and one (1) officially translated English copy of the Alvara Certification for their company, and if necessary or applicable, offeror provides a valid Alvara Certification for any sub-contractors. Alvara Certification shall prove that they are certified to conduct business in the country of Portugal within the scope and magnitude of this requirement. If the Alvara Certification is invalid or not provided, the technical capability will be considered unacceptable.

Sub factor 2 – Staffing Plan: is sub-factor shows the offeror's proposed methodology to meet the unique staffing and manning requirements for paving projects as described in the attached specifications (Attachment 1), to include organization structure, and recruitment and coverage of key positions. The offeror's proposal shall include, at a minimum, the following positions:

Project Manager
 Site Superintendent
 Quality Control Manager

Technical Factor: The Government's technical evaluation team shall evaluate the proposals on an acceptable or unacceptable basis, assigning one of the ratings described below for each subfactor. Any subfactor evaluated as "Unacceptable" will render the entire proposal unacceptable and, therefore, ineligible for award. Only those proposals determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. However, the offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

TABLE 1 - TECHNICAL RATINGS	
Rating	Description
Acceptable	Proposal meets the requirements of the solicitation per DoD Source Selection Guide April 2016.
Unacceptable	Proposal does not meet the requirements of the solicitation per DoD Source Selection Guide April 2016.

The proposals shall be evaluated against the following technical sub factors

Subfactor 1: Alvara Certification

Description: This subfactor evaluates if the offeror is certified to conduct business in the country of Portugal using the trades and magnitude of this requirement.

Measure of Merit: This requirement is met when the offeror's proposal provides one (1) current copy, in Portuguese and one (1) officially translated English copy of the Alvara Certification. If offeror proposes to use a sub-contractor, they must provide the Alvara Certification of this company with the sub-contractor's consent in accordance.

Subfactor 2: Staffing Plan

Description: This subfactor evaluates the offeror's proposed methodology to meet unique staffing and manning requirement for paving projects as described in the attached specifications (Attachment 1), to include organization structure, and recruitment and coverage of key positions.

Measure of Merit: An acceptable rating is met when the plan demonstrates an appropriate staffing and manning requirement capable of completing paving projects satisfactorily and includes, at a minimum, the following key personnel:

- Project Manager
- Site Superintendent
- Quality Control Manager

D. Offerors are cautioned to submit sufficient information and in the format specified in Section L.

E. The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.