



DEPARTMENT OF THE AIR FORCE
UNITED STATES SPACE FORCE
SPACE BASE DELTA 1

16 October 2024

MEMORANDUM FOR ALL FRMACC TIER 1 AND TIER 2 CONTRACTORS

FROM: 21 CONS/PKC

SUBJECT: Fair Opportunity Proposal Request (FOPR) issued under the FRMACC at Peterson Space Force Base, CO for: TDKA 24-2510, Renovate B140 Hanger – **Amendment 1**

The purpose of this amendment is to:

- (a) Incorporate RFI responses as Attachment 11, As-Builts as Attachment 12, and Hydrant Exhibits as Attachment 13
- (b) Incorporate FAR 52.211-14 and FAR 52.211-15 into the FOPR
- (c) Revise information pertaining to the Prior Experience Citation
- (d) Revise Attachment 1 – SOW and Attachment 2 - Drawings
- (e) Update proposal due date to 30 October 2024

Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No Award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date for receipt of proposals. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

- 1) This is a fair opportunity selection conducted in accordance with (IAW) Federal Acquisition Regulation (FAR) 16.505(b)(1)(iii) as supplemented, the FRMACC Task Order Procedures Attachment 4c (dated 15 June 2023), and the AFMC Guiding Principles for Fair Opportunity Selection (Version 3.3 dated June 2024). Orders placed under FAR 16.505 Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts are not source selections and are not subject to FAR 15.3 procedures.
- 2) You are hereby requested to submit a proposal for the above subject referenced project which will follow the proposal process as outlined in the FRMACC contract Task Order Procedures Attachment 4c.
- 3) To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions and meet solicitation requirements, including terms and conditions, and representations and certifications. This document provides general guidance for preparing proposals as well as specific instructions on the format and content of proposal submission. The Offeror's proposal must be submitted in accordance with (IAW) the instructions. **Any Offeror who submits an incomplete proposal or does not conform to the instructions may be considered non-compliant and may not be evaluated.**
- 4) The Government intends to, and reserves the right to, make award based upon initial proposal submissions without conducting interchanges. Interchanges are the fluid exchange of information between the Contracting Officer and Offerors during the ordering process. Interchanges may address any aspect of the proposal: technical, cost/price, past performance, contract documentation, and/or

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any matter in the evaluation process. Therefore, each offer should contain the Offeror's best terms. However, the Government reserves the right to hold interchanges if, during the evaluation, it is determined to be in the best interest of the Government. Offeror responses to Interchange Notices (INs) will be considered in making the order selection decision. Interchanges may be conducted with one, some, all or no Offerors as the Government is not required to conduct interchanges with any or all Offerors responding to this FOPR.

- 5) **Amendment(s) to the solicitation (if applicable):** The Government reserves the right to amend the solicitation documents at any time. It is the Offeror's responsibility to comply with any/all amendments. If this FOPR is amended, all terms and conditions not revised will remain unchanged. Each Offeror shall acknowledge receipt of any amendments in conjunction with the Offeror's proposal.
- 6) The wage determination for use on this project is in accordance with Attachment 5 of the Offeror's FRMACC base contract.
- 7) The proposal shall include the following:

(a) Volume I: Technical

Cover letter:

The cover page shall include the Offeror's name, CAGE code, project number, project title Shall be in accordance with the Base Contract. The technical volume shall address any concerns or alternatives to the Government's solution. The contractor shall **explicitly state if there are or are not any exceptions taken to the SOW**. If no exceptions are taken to the SOW, all work is expected to be completed IAW the SOW. Submit a proposed period of performance (the total period of performance of the base project and all options shall not exceed 330 calendar days).

Technical Factors:

The contractor shall provide the following technical factors in their proposals. Contractors shall provide these submissions via **Attachment 10 – Prior Experience Citation**. **If additional information is required beyond Attachment 10, offerors may submit a supplementary attachment not to exceed 2 pages.** Simply restating the SOW, Appendices, or Attachments may result in a technically unacceptable rating.

Technical Factor	(Contractors may use this as a checklist)
Factor 1 Provide a prior experience citation using Attachment 10 that shows a construction effort of similar complexity to include renovation and refinishing of office spaces to include constructing new walls, ceilings, as well as mechanical, electrical, and telecommunications repairs. This citation shall be within the past 10 years and have a construction magnitude of more than \$10,000,000.00.	

- Please provide a Government contract number and/or commercial POC that can validate the past performance citation(s).
- Note:
 - This request is just for a citation, the Government is **NOT** requesting Past Performance Questionnaires to be submitted.
 - New construction will not be considered acceptable in response to this requirement as it is for the renovation and refinishing of office spaces.
 - The citation should be for work that has been completed by the FOPR closure date within the last 10 years. Ongoing projects are not anticipated to be accepted by the Government.
 - An offeror may utilize a prior experience citation from a subcontractor if that subcontractor is expected to be highly utilized by the Prime and confirmed to be part of the project.

(b) Volume II: Pricing

The pricing volume must include the total cost. In addition, the pricing volume must include the fully-burdened hourly rates for the Project Manager, Project Superintendent, and Quality Control Officer if these labor categories are used for this project (to comply with the base contract, Offerors must propose at or below the basic awarded rates for these categories). If the fully-burdened hourly rates for the Project Manager, Project Superintendent, and Quality Control Officer are not at or below those which are stated in the base contract, the proposal may be determined non-compliant and thus, un-awardable. Offerors shall hold pricing valid through 31 December 2024.

The pricing volume should include the following:

ITEM	TOTAL PRICE
CLIN 0001 Base Project	
CLIN 0002: Bid Option 1 – Non-Real Property	
CLIN 0003: Bid Option 2 – Lightning Protection	
CLIN 0004: Bid Option 3 – Airfield Lighting	
PROJECT TOTAL	

If selected for award, Offerors are expected to complete all work in accordance with the SOW, at the prices specified in their proposal.

- 8) **Compliant Proposals:** In order for a proposal to be considered compliant, the proposal must meet the requirements in section 7 of this FOPR.

- 9) **No Bid Acknowledgement:** Offerors should submit a proposal to this Fair Opportunity Proposal Request (FOPR). If you do not submit a proposal, you shall submit a no bid acknowledgement with reasoning as to why a proposal was not submitted to the Contracting Officer identified below.
- 10) **Method of Evaluation:** This project will be awarded to the Lowest Price Technically Acceptable (LPTA) proposal. Contractors must conform to all instructions of this document in order for a proposal to be considered compliant. Interchanges may be conducted in order to allow proposals to become compliant. The Government reserves the right to only evaluate compliant proposals.

- (a) First, the Government will arrange the proposals by price (from lowest to highest total evaluated price). The Total Evaluated Price (TEP) is defined as the total price proposed for the project (the sum total of CLINs 0001-0004). The Government will then evaluate the lowest TEP to determine if it is compliant with the FOPR requirements. If the lowest TEP is determined compliant, the Government will evaluate it for Technical Acceptability in accordance with the FOPR.
- (b) If the lowest priced proposal is not rated technically acceptable, the Government reserves the right to conduct Interchanges. If the lowest price is ultimately rated technically unacceptable, the next lowest priced proposal will be evaluated, and the process will continue (in order of price) until an Offeror is rated technically acceptable. If the lowest priced compliant proposal is found technically acceptable, evaluation stops, and that Offeror's proposal will be evaluated IAW FAR 15.404-1 to determine if it is fair and reasonable.

Generally, the Government may rely upon adequate price competition to establish a fair and reasonable price, provided adequate price competition exists. 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 CO will review this determination. If, in the CO'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 CO 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.

- (c) The Government reserves the right to award the base and all, none, or some of the options; only one Task Order award may be made. **The Government may exercise any of the bid options within 60 days of award at the prices proposed. If exercised after 60 days, the awardee may propose any changes in pricing to be evaluated IAW FAR 15.404-1.**

Note: offerors must be found technically acceptable for ALL of the technical factors listed in the above table in Vol I in order to be considered technically acceptable.

Technical Factor	Technically Acceptable
Factor 1) Provide a prior experience citation using Attachment 10 that shows a construction effort of similar complexity to include renovation and refinishing of office spaces to	Factor 1) An offeror will be considered technically acceptable if provide a prior experience citation via Attachment 10 that shows a construction effort of similar complexity to

<p>include constructing new walls, ceilings, as well as mechanical, electrical, and telecommunications repairs. This citation shall be within the past 10 years and have a construction magnitude of more than \$10,000,000.00.</p> <ul style="list-style-type: none"> • Please provide a Government contract number and/or commercial POC that can validate the past performance citation(s). • Note: <ul style="list-style-type: none"> ○ This request is just for a citation, the Government is NOT requesting Past Performance Questionnaires to be submitted. ○ New construction will not be considered acceptable in response to this requirement as it is for the renovation and refinishing of office spaces. ○ The citation should be for work that has been completed by the FOPR closure date within the last 10 years. Ongoing projects are not anticipated to be accepted by the Government. ○ An offeror may utilize a prior experience citation from a subcontractor if that subcontractor is expected to be highly utilized by the Prime and confirmed to be part of the project. 	<p>include renovation and refinishing of office spaces to include constructing new walls, ceilings, as well as mechanical, electrical, and telecommunications repairs.</p> <p>The citation must also meet the following criteria to be considered technically acceptable:</p> <ul style="list-style-type: none"> • Must be for renovation and refinishing of office spaces • Must be for work that has been completed within the last 10 years; not an ongoing project
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- 11) IAW FAR 36.204, the contract magnitude for this project is more than \$10,000,000.00.
- 12) All applicable clauses from the FRMACC Basic IDIQ Contract flow down and are applicable to this task order.
- 13) The provision FAR 52.215-22, Limitation on Pass-Through Charges Identification of Subcontract Effort, Oct 2009, is included in this FOPR. IAW FAR 52.215-22 if an offeror intends to subcontract more than 70 percent of the total cost of the work performed the offeror shall identify the amount of the offeror's indirect costs and profit/fee applicable to the work and a description of the added value provided by the offeror as related to the work performed by the subcontractor. The offeror must also identify these same items if any subcontractor proposed under the order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work performed under its subcontract.
- 14) The provision FAR 52.217-5, Evaluation of Options, 1990-07, is included in this FOPR.
- 15) The provision at FAR 52.211-14, Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008), is included in this FOPR. Any contract awarded as a result of this solicitation will be a DO rated order.

- 16) The clause at FAR 52.211-15, Defense Priority and Allocation Requirements (Apr 2008), is included in this FOPR and is anticipated to be included in any resulting Task Order.
- 17) The clause FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item, is included in this FOPR and will be included in the task order. The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.
- 18) The clause at FAR 52.211-12, Liquidated Damages-Construction, is included in this FOPR and will be included in the task order (if an offeror's final proposal exceeds \$750,000.00). Liquidated damages will be assessed if the Contractor fails to complete the work within the time specified in the contract. The Contractor shall pay liquidated damages to the Government in the amount of \$517.30 for each calendar day of delay until the work is completed or accepted
- 19) The clause at FAR 52.211-10, Commencement, Prosecution, and Completion of Work is included in this FOPR and will be included in the task order. The contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the noticed to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the period of performance stated in the Offeror's proposal. The time stated for completion shall include final cleanup of the premises.
- 20) The clause at FAR 52.228-15, Performance and Payment Bonds - Construction, is included in this FOPR and will be included in the task order.
- 21) FAR 52.232-19, Availability of Funds for the Next Fiscal Year, is included in the FOPR.
- 22) The clause at DFARS 252.232-7006, Wide Area WorkFlow Payment Instructions, is included in this FOPR and will be included in the task order.
- 23) The clause at AFFARS 5352.201-9101, Ombudsman, is included in this FOPR and will be included in the task order:
 - (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, AFICC/OL-SPC Director or Deputy Director of Contracting, 250 S. Peterson Blvd., Peterson SFB, CO 80914, (P) 719-554-5300, (F) 719-554-5299, afica.ks.wf@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/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.

24) **Site Visit:** The site visit will be conducted on **Wednesday, 18 September 2024 at 1:00 P.M.**, mountain time at Peterson Space Force Base. We will meet at Hangar 140. All associated **RFIs are due no later than Wednesday, 25 September 2024 at 10:00 A.M.**, mountain time to the Contract Specialist and Contracting Officer.

25) **Proposal Due Date:** Proposals shall be submitted to the Contract Specialist and the Contracting Officer no later than **Wednesday, 30 October 2024 at 10:00 A.M.**, mountain time. Proposals shall be valid until **31 December 2024**.

26) Should there be any questions, please contact the Contract Specialist, SrA Tiana Glenn, at tiana.glen@spaceforce.mil, the Team Lead, Christin Figueroa, at christin.figueroa@spaceforce.mil or the undersigned at andrew.toal@spaceforce.mil.

ANDREW TOAL, NH-III, DAF
Contracting Officer

Attachments (13):

1. Attachment 1– TDKA 24-2510 – SOW **20241015**
2. Attachment 2 - Drawings **20241015**
3. Attachment 3 – Peterson SFB Design Guide 20240801
4. Attachment 4 – CUI Non-Nuclear CMD 20240429
5. Attachment 5 – SBD1 – Minimum Control Points 20220609
6. Attachment 6 – Asbestos Inventory and Testing Reports 20240801
7. Attachment 7 – Electrical As-Builts
8. Attachment 8 – Free Zone Perimeter Concept Plan
9. Attachment 9 - TDKA 24-2510 Submittal Schedule 20240801
10. Attachment 10 – Prior Experience Citation
11. **Attachment 11 – RFI Responses_20241015**
12. **Attachment 12 – As-Builts**
13. **Attachment 13 – Hydrant Attachments_20200629**