# **ATTACHMENT 4-1 Langley AFB MACC & TO**



SECTION B Supplies or Services and Prices

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | | MAX AMOUNT |
| 0001 |  | 250,000,000.00 | Dollars, U.S. | $1.00 | | $250,000,000.00 EST |
|  | MACC Basic Year  FFP - Work is to be performed in the general construction category to include maintenance, repair, alteration, mechanical, electrical, heating/air conditioning, demolition, painting, paving, earthwork and waterfront work in both family housing and industrial/office buildings. Perform work in accordance with the terms and conditions of the contract, General Provisions (Atch 3) and any resultant Delivery Orders. Scope of contract may include work from any Federal installation in the Peninsula area of Virginia, the Virginia Air National Guard, Richmond, VA, Seymour-Johnson AFB, NC, or Shaw AFB, SC.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  PURCHASE REQUEST NUMBER FQ4800  SIGNAL CODE A | | | | |  |
|  | | | |  | |  |
|  | | | | | |  |
|  | | | | | | |
|  | | | | MAX  NET AMT | | $250,000,000.00 |
|  | | | | | | |
|  | ACRN AA Funded Amount | | |  | | $0.00 |
| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | | MAX AMOUNT |
| 0002 |  | .00 | Dollars, U.S. | $ | | $ EST |
|  | MACC Option Year 1  FFP - See Line Item 0001 for item description.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  SIGNAL CODE A | | | | |  |
|  | | | | MAX  NET AMT | | $ |
| 0003 |  | .00 | Dollars, U.S. | $ | | $ EST |
|  | MACC Option Year 2  FFP - See Line Item 0001 for item description.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  SIGNAL CODE A | | | | |  |
|  | | | | | |  |
|  | | | | MAX  NET AMT | | $ |
| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | | MAX AMOUNT |
| 0004 |  | .00 | Dollars, U.S. | $ | | $ EST |
|  | MACC Option Year 3  FFP - See Line Item 0001 for item description.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  SIGNAL CODE A | | | | |  |
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|  | | | | | | |
|  | | | | MAX  NET AMT | | $ |
| 0005 |  | .00 | Dollars, U.S. | $ | | $ EST |
|  | MACC Option Year 4  FFP - See Line Item 0001 for item description.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  SIGNAL CODE A | | | | |  |
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|  | | | | MAX  NET AMT | | $ |
| 0006 |  | .00 | Dollars, U.S. | $ | | $ EST |
|  | MACC Option Year 5  FFP - See Line Item 0001 for item decryption.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  SIGNAL CODE A | | | | |  |
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|  | | | | | | |
|  | | | | MAX  NET AMT | | $ |
|  | | | | | | |
|  |  | | |  | |  |
| 0007 |  | .00 | Dollars, U.S. | $ | | $ EST |
|  | MACC Option Year 6  FFP - See Line Item 0001 for item description.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  SIGNAL CODE A | | | | |  |
|  | | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | | | | | | |
|  | | | | MAX  NET AMT | | $ |
|  |  |  |  |  | |  |
|  |  |  |  |  | |  |
| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | | MAX AMOUNT |
| 0008 |  | .00 | Dollars, U.S. | $ | | $ EST |
|  |  |  |  |  | |  |
|  |  |  |  |  | |  |
|  | MACC Option Year 7  FFP - See Line Item 0001 for item description.  NSN Z199-MA-CCS-IDIQ  MILSTRIP FQ4800  SIGNAL CODE A | | | | |  |
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|  | | | | | |  |
|  | | | | | | |
|  | | | | MAX  NET AMT | | $ |
|  | | | | | | |
|  |  | | |  | |  |

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against each contract shall not be less than the minimum quantity and program value stated in the following table. The maximum quantity and contract value for all orders issued against the MACC program (inclusive of each contract), shall not exceed the maximum quantity and contract value stated in the following table.

|  |  |  |  |
| --- | --- | --- | --- |
| MINIMUM  QUANTITY | MINIMUM  AMOUNT | MAXIMUM  QUANTITY | MAXIMUM  AMOUNT |
| 20,000.00 | $ | 250,000,000.00 | $ |

DELIVERY ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery Order issued shall not exceed the maximum quantity and order value stated in the following table.

|  |  |  |  |
| --- | --- | --- | --- |
| MINIMUM  QUANTITY | MINIMUM  AMOUNT | MAXIMUM  QUANTITY | MAXIMUM  AMOUNT |
| 2,000.00 | $ | 5,000,000.00 | $ |

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CLIN | MINIMUM  QUANTITY | MINIMUM  AMOUNT | MAXIMUM  QUANTITY | MAXIMUM  AMOUNT |
| 0001 | 20,000.00 | $20,000.00 | 250,000,000.00 | $250,000,000.00 |

Note: Section E modified for the example.

# FURTHER INSPECTION INSTRUCTIONS

**1.0 NOTICE OF COMPLETION OF DELIVERY ORDER/FINAL INSPECTION:**

**1.1** When the contractor is ready for final inspection, forward a request in writing to the Contracting Officer or his/her designated representative unless you made other arrangements verbally. The final inspection will normally be requested five days prior to the desired date or as otherwise negotiated with the contracting officer. Schedule final inspections before the date the Delivery Order expires.

**1.2.** Once the contractor requests a final inspection, the government inspector may then conduct a pre-final inspection. The contractor will correct the problems identified by the government before final inspection.

**1.3.** At a minimum, the final inspection occurs when representatives from Contracting, Civil Engineering and contractor attend. Notification of discrepancies should result in the completion of punch list items within the established performance period identified in the Delivery Order. The Contracting Officer reserves the right to both decline the contractor’s request for a final or suspend a final inspection when it is evident that the contractor is not ready for a final inspection.

**2.0 DESIGNATION OF GOVERNMENT INSPECTOR:** The Base Civil Engineer or his/her authorized representative is the designated as the representative of the Contracting Officer for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This designation in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in the terms of the contract. The inspector does not have the authority nor are they required to perform the quality control associated with the contract.

Note: Section F delivery information removed in the example.

Note: Section G removed in the example.

Note: Section H modified in the example.

**3.0.**  **DELIVERY ORDER PROCEDURES:**

**3.1.**  As requirements are identified, the government will issue Request for Proposals (RFP) that will describe the services required, along with the required proposal response time. A site visit will be scheduled with the contractor(s) to verify measurements and elements of work. Delivery Orders are the award of the services required under the RFP. The performance period shall be determined during discussions, and incorporated into the Delivery Order. All Delivery Orders issued hereunder are subject to the terms and conditions of this contract. Note: It is the Government’s intent to issue Delivery Orders with an established firm fixed price.

**3.2.** After award of initial contracts, it is the government’s intention to have contractors compete for Delivery Orders based on either best value, low price technically acceptable or low price. Typically, the evaluation methods will correspond with the level of design or complexity of the proposal. In most cases best value will correspond to a design-build project, low price technically acceptable to minimal design, and low price to a pre-designed type solicitation. Each request for proposal will state the method of selection. The government may elect not to solicit to all awardees. This restricted competition may be to meet minimum order amounts, work requiring special skills or trades, or urgent and compelling schedules. Similarly, contractors may elect not to propose on all requirements. Delivery Orders with an estimated amount of less than $250,000 normally are set-aside for competition among selected 8(a) contractors. Each RFP will require Large Business offerors provide a supplement to the Subcontracting Plan with the specific goals and dollars IAW FAR 52.219-9, paragraphs (d) (1) and (d)(2).

**3.3.** Proposal Procedures: The following describes the procedures for each type of requirement the RFP could present: Note: Proposal preparation fees will not be provided to any competing MACC contractors.

**3.3.1** Design and Build (100%): The RFP will contain a Statement of Objective (SOO) that describes the required end product. Based on the SOO, the contractor shall perform all investigation and design services necessary to provide the Government a 35% design package (Statement of Work (SOW) and Drawings) that describes how the contractor intends on meeting the requirements of the SOO. The Government will review the 35% design package for acceptability. The Government will request price proposals based either upon the acceptable design packages, or, issue a revised SOO and repeat the process. The Government will indicate which 35% design packages(s) have been determined to be acceptable. Contractors with acceptable packages will provide a price proposal to include a proposed performance period. Only the successful contractor will be required to design the project to the 100% level.

**3.3.2** Minimal Design Build: The RFP will contain a limited SOW that describes the work included. Based upon the SOW the contractor shall provide a 35% design, a priced proposal, and proposed performance period.

**3.3.3** Construction: The RFP will contain specifications and drawings for the contractor to propose pricing and performance period.

**7.0 REPLACING MACC CONTRACTORS:** Should one or more of the incumbent MACC contractor’s options not be exercised, or if termination of contract(s) occurs, the process for selecting replacement contracts shall follow the same process and procedures as used in selecting and awarding the four basic MACC awards. Only 8(a) contractors will be solicited and compete for the vacancy of an 8(a) award. Likewise, only full and open competition contractors will be solicited and compete for the vacancy of a full and open competition award.

**9.0 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY:** Pursuant to the “Government Property” clause herein, the Government will furnish the item(s) of the property listed below as Government-Furnished Property to the Contractor, F.O.B. Destination, for use in performance of this contract.

ITEM NUMBER DESCRIPTION QTY

WILL BE SPECIFIED IN EACH DELIVERY ORDER, AS APPLICABLE

**10.0 NAF CLAUSES:** The clauses located in Attachment 1 are applicable to Delivery Orders funded with Non-Appropriated funds.

Note: Section 1 modified in the example.

CLAUSES INCORPORATED BY FULL TEXT

**Note the following clause inserts:**

SECTION I CLAUSES 52.215-8 and 52.236-21: These clauses conflict as to order of precedence between drawings and specifications. Applicable for this contract--specifications take precedent to drawings.

SECTION I CLAUSE 52.225-9: Please insert in paragraph (b)(2) the word—NONE.

The following clauses apply to unrestricted offers/award, 8(a) offers/award, and large business offers/award.

Unrestricted 8(a) Large Business

52.219-4 52.219-18 w/252.219-7009 Alt A 52.219-9

52.219-14 52.226-1

252.219-7009 52.236-1

252.21 252.219-7003

252.226-7001

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

The Contractor shall be required to (a) commence work under this contract within (as stated on individual Deliver Orders) 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 number of calendar days stated on individual Delivery Orders. The time stated for completion shall include final cleanup of the premises.

52.216-18 Ordering. (OCT 1995)

(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 Schedule. Such orders may be issued from date of contract award through 365 calendar days, and any resulting Option periods.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

(End of clause)

52.216-19 Order Limitations (OCT 1995)

(a) Minimum order: When the Government requires supplies or services covered by this contract in an amount of less than $2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order: The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $5,000,000.

(2) Any order for a combination of items in excess of $5,000,000. or,

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 calendar days following final stated period of performance of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 8 years after date of award.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)

Note: Includes DFAR Clause 252.219-7010 requirement.

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term “United States” includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The Tesoro Corporation will notify the 1st Contracting Squadron Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

Note: Section J modified in this example. Documents, Exhibits, and Other Attachments

**Section J** **Table of Contents**

DOCUMENT TYPE DESCRIPTION # OF PAGES DATE

Attachment 1 NAF Clauses 6 Jun 2001

Attachment 2 Reserved

Attachment 3 General Provisions 25 11 Apr 01