

**COMBINED SYNOPSIS/SOLICITATION ‘COMBO’:
Ready-Mixed Concrete**

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as well as FAR Subpart 13.5 and FAR 16, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

(ii) Solicitation FA5000-23-Q-0037 is issued as a Request for Quotation (RFQ).

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-02, effective 03/16/2023. The DFARS provisions and clauses are those in effect to DPN 20230322, effective 03/22/2023. The AFFARS provisions and clauses are those in effect to AFAC 2023-0301 effective 03/01/2023. The full text is available through <http://www.acquisition.gov/far/>.

(iv) This requirement is being competed as full and open with the North American Industrial Classification System (NAICS) code associated with this procurement is 327320 with a small business size standard of 500 employees.

(v) The Pricing Schedule is incorporated as Attachment 1. Vendors shall complete Attachment 1 in its entirety and return with any other documentation/data as required by this Combo.

(vi) The Government intends to award a single five-year indefinite delivery requirements firm fixed price contract, as a result of this combined synopsis/solicitation for ready mixed concrete.

(vii) Delivery of each task order shall be within 24 hours of notification (See Attachment 2) to Joint Base Elmendorf-Richardson Alaska.

(viii) FAR 52.212-1 Instructions to Offerors -- Commercial Items (Mar 2023) is hereby incorporated by reference, with the same force and effect as if it were given in full text. In addition to the following addendum, all terms, and conditions of FAR 52.212-1 remain in effect. The following have been tailored to this procurement and are hereby added via addendum:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Specific Instructions: The response shall consist of two (2) parts:

- (i) Part 1 - Price – Submit one (1) copy of price schedule (Attachment 1).
- (ii) Part 2 - Technical Capability – Submit one (1) copy of price schedule (Attachment 1).

(c) The quoter agrees to hold the prices in its quote firm for 90 calendar days.

(ix) FAR 52.212-2 Evaluation -- Commercial Items (Oct 2014) is hereby incorporated by reference, with the same force and effect as if it were given in full text. In addition to the following addendum, all terms, and conditions of FAR 52.212-2 remain in effect. The following have been tailored to this procurement and are hereby added via addendum:

(a) The Government will award a contract resulting from this solicitation. The following factors shall be used

to evaluate quotes:

(1) Price - The Government will rank all quotations by lowest price. Award will be made to the lowest priced quotation that meets the acceptability standards for non-price factors.

(2) Technical Capability - The Government will evaluate the submissions on a pass/fail basis and assign an Acceptable or Unacceptable rating as described in Table 1 below.

Table 1. Ratings	
Rating	Description
Acceptable	The vendor shall provide all concrete line items within the standards listed in the specifications and level of slump listed within the pricing schedule.
Unacceptable	The vendor cannot provide all concrete line items or within a timely manner to the standard listed in the specifications and level of slump listed within the pricing schedule.

(b) Award will be made to lowest priced quote with an acceptable rating. The Government intends to evaluate quotes based on total evaluated price of the unit prices provided and award without discussion. Therefore, the vendor's initial quote should contain the vendor's best terms from a price standpoint. Any omissions may result in the quote being deemed nonresponsive and not being considered for award.

(c) A quote is not an offer and, consequently, cannot be accepted by the Government to form a binding contract. Upon award of a contract resulting from a submission of a quote, the contractor is hereby required to sign the basic award.

(x) Each vendor shall ensure the provision at FAR 52.212-3 including its Alternate I, Vendors Representations and Certifications--Commercial Items (Feb 2021), are updated at www.sam.gov. Failure to obtain SAM registration will result in submissions not being considered for award.

(xi) The clause at FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Oct 2018), is hereby incorporated by reference, with the same force and effect as if it were given in full text.

(xii) The clause at FAR 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (Mar 2023), is hereby incorporated by reference, with the same force and effect as if it were given in full text. Additionally, the following clauses apply to this acquisition:

(xii) No additional contract requirements or terms and conditions are required for this acquisition.

(xiv) No DPAS rating is assigned to this acquisition.

(xv) Any questions shall be directed to the POCs listed below IN WRITING to the email addresses Jacob.Siebert.1@us.af.mil and Joshua.Jordan.22@us.af.mil no later than 2pm on May 18, 2023 Alaska Daylight Time. All questions will be posted and answered by amendment following this date.

For a quote to be considered it must be emailed to the Contracting Specialist, Jacob.Siebert.1@us.af.mil, and Contracting Officer, Joshua.Jordan.22@us.af.mil, by May 29, 2023 at 2pm Alaska Daylight Time.

Any changes to this solicitation and any resultant contract must be completed in writing by the Contracting Officer. Changes made that are not authorized by the Contracting Officer are done at the risk of the contractor. The Contracting Officer is the only government representative authorized to change the terms and conditions of this requirement.

CLAUSES

Clauses Incorporated by Reference:

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 (Alt 1)	Restrictions on Subcontractor Sales to the Government.	JUN 2020
52.203-12	Limitations on Payments to Influence Certain Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
252.203-7000	Requirements Relating To Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Dec 2022
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7015	Disclosure of Information to Litigation Support Contractors	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.225-7001	Buy American and Balance of Payments Program	JAN 2023
252.225-7002	Qualifying Country Sources as Subcontractors	MAR 2022
252.225-7012	Preference for Certain Domestic Commodities	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JAN 2023
5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS)	OCT 2019

Clauses Incorporated by Full Text:

52.216-18 - Ordering (Aug 2020)

(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 15 July 2023 through 31 December 2027.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 – Ordering Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, 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 **\$250,000**;

(2) Any order for a combination of items in excess of **\$250,000**; or

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

(c) If this is a requirements contract 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 **3 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)

52.216-21 – Requirements (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 30 June 2028.

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

(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 fulltext. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.acquisition.gov

(End of clause)

252.232-7006 Wide Area WorkFlow Payment Instructions (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

*COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

*NOT APPLICABLE

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official: DoDAAC F87700

Issue By: DoDAAC FA5000

Admin: DoDAAC FA5000

Inspect By: DoDAAC F1W3EB

Ship To Code: F1W3EB

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

3CONS.WAWF@us.af.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

5352.201-9101 PACAF Ombudsman (OCT 2019)

(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/KH (Chief Enlisted Manager)
25 E Street, Suite B-100
JBPH-H, HI 96853-5427
Phone: (808) 449-8569

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.

(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 (OCT 2019)

(a) The contractor shall obtain base identification and vehicle passes, if required, 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 Forces 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) Contractors requiring access to any area on Joint Base Elmendorf-Richardson (JBER) shall comply with installation, state, and local COVID-19 policies and mandates and respect any guidelines or restrictions imposed by local businesses. These policies and mandates frequently change. COVID-19 policies and mandates are found at <https://www.jber.jb.mil/Coronavirus/> for JBER COVID-19 Policy Memo, <https://covid19.alaska.gov/> for State of Alaska COVID-19 Coronavirus Information, and <https://covid-response-moa-muniorg.hub.arcgis.com/pages/emergency-orders> for the Municipality of Anchorage Emergency Orders. Failure to comply with the guidelines or restrictions may result in suspended access to JBER or debarment. Contractors shall comply with the above-referenced documents

(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)

Provisions Incorporated by Reference:

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic	NOV 2015
52.219-1	Small Business Program Representations	MAR 2023
252.203-7005	Representation Relating To Compensation of Former DoD Officials	NOV 2011
252.204-7016	Covered Defense Telecommunications Equipment or Services - Representation	DEC 2019

Provisions Incorporated by Full Text:

52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 673d CONS, 10480 Sijan Ave., JBER, AK 99506.

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

(End of provision)

52.252-1 - Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov>

(End of provision)