

This is a solicitation for commercial items prepared in accordance with the format in FAR Subparts 12.6 and supplemented with additional information included in this notice. This announcement constitutes the only solicitation. Proposals are being requested and a written solicitation will not be issued. **This is a Total Small Business set-aside.** The solicitation number is **FA449723RPMMS** this solicitation is being issued as a **Request for Proposal**. The Government intends to award a Firm-Fixed Price Blanket Purchase Agreement (BPA). The solicitation document, incorporated provisions, and clauses are those in effect through the Federal Acquisition Circular 2023-01 and DFARS Publication Notice 20230131. The North American Industry Classification System Code (NAICS) is **811310** and the size standard is **\$12.5M**.

**The contractor shall provide the following services:**

The contractor shall provide all management, tools, materials, equipment, labor, and all other services necessary to provide pump and motor repair, rebuild, or refurbishment services as identified in the Performance Work Statement (PWS). The contractor shall provide laser-based diagnostics for vertical and horizontal alignments of all rotating equipment.

**Attachment 1: Performance Work Statement (PWS), dated 26 October 2022**

**Attachment 2: Bid Schedule**

**Attachment 3: Wage Determination 2015-4217 Rev. 22, dated 27 December 2022**

**The Government intends to award a minimum of one (1) BPA no more than two (2) for a five (5) year period as a result of this solicitation. A price list for the first year must be submitted for consideration of the BPA award. The contractor awarded the BPA will submit an updated price list every year thereafter.**

The offeror shall submit their proposal via email by **11 April 2023, 12:00 p.m. EST** to both Government Points of Contact (POCs) listed below to be considered. Proposal is on an all or none basis and must be valid for 30 days. All questions must be submitted by **28 March 2023 at 12:00 p.m. EST**. The government will **not** accommodate any questions after this date and time.

**Government POCs:**

**Mariah Thompson (302) 677-5104, [mariah.thompson@us.af.mil](mailto:mariah.thompson@us.af.mil)**

**Princess Rivera (302) 677-5204, [princess.rivera.1@us.af.mil](mailto:princess.rivera.1@us.af.mil)**

**Instructions to Offerors:**

Addendum to 52.212-1, Instructions to Offerors-Commercial Items

**NOTE: Proposals must be valid for at least 30 calendar days.**

A. To assure timely and equitable evaluation of the proposal, the offeror must follow the instructions contained herein. The proposal must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of two (2) separate parts:

## **Part I - Price Proposal**

## **Part II - Technical Capability**

B. The Contracting Officer has determined there is a high probability of adequate price competition for this acquisition. Upon examination of the initial offers, the Contracting Officer will evaluate responses and if adequate price competition exists, no additional cost information will be requested.

C. The contractor shall include the provisions at 52.212-3, Representation and Certifications-Commercial Items and shall be registered in System for Award Management (SAM)

Registration: <https://www.sam.gov/portal/public/SAM/>

Offeror shall use the following method for delivering offers / proposals:

### **PART I – PRICE PROPOSAL**

The contractor shall fill out Attachment 2, Bid Schedule for providing all resources and management necessary to perform pump and motor services at Dover Air Force Base. The proposal must be submitted for a minimum of the first year.

### **PART II – TECHNICAL CAPABILITY**

The technical approach shall, at a minimum, be prepared in a format consistent with the evaluation criteria for award set forth in the addendum to FAR clause 52.212-2, of this solicitation. Technical capability shall include the following:

- A. The offeror shall provide a capability statement that clearly demonstrates the company's ability to perform in accordance with the Performance Work Statement. To facilitate evaluation, the information provided should be specific, detailed, and clearly demonstrate that the offeror has a thorough understanding of the requirement for the accomplishment of this offer.

### **GENERAL PROPOSAL INFORMATION**

Offerors are hereby notified that initial proposals which are found incomplete may be rejected without affording the offeror an opportunity to satisfy the requirement of the Government. Notwithstanding the information included in support of the offeror's technical capability, the contractor must meet **all** requirements of this request for proposal.

### **Evaluation of Offers:**

Addendum to 52.212-2, Evaluation – Commercial Items

- (a) The Government expects to award a BPA resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and will be most advantageous to the Government considering **Price (Part I)** and **Technical Capability (Part II)** factors.
- (b) This acquisition shall be executed using the **Lowest Price Technically Acceptable (LPTA)** source selection evaluation process.

(c) The Government reserves the right to award without discussions or make no award should no vendor prove to be an acceptable offeror based on the criteria set forth in the solicitation.

**PRICE:** The Government will evaluate **Part I – Price**, based on the price proposed on Attachment 2, Bid Schedule. The offeror’s proposal will be evaluated for completeness and reasonableness. Unrealistically low or high-proposed prices, initially or subsequently, may be grounds for eliminating the offer from either on the basis that the offeror does not understand the requirement, or the offeror has made an unrealistic offer.

**TECHNICAL CAPABILITY:** The Government will evaluate **Part II - Technical Capability**, on an Acceptable/Unacceptable basis. Offerors receiving an Unacceptable rating for Technical Capability will not receive further consideration.

The contractor at a minimum shall present an understanding of the following tasks mentioned in the PWS:

- A. The offeror shall provide a capability statement that clearly demonstrates the company’s ability to perform in accordance with the Performance Work Statement. To facilitate evaluation, the information provided should be specific, detailed, and clearly demonstrate that the offeror has a thorough understanding of the requirement for the accomplishment of this offer.

The following ratings will be used in rating technical capability:

Acceptable:	Proposal meets the minimum requirements of the solicitation
Unacceptable:	Proposal does not meet the minimum requirements of the solicitation

### **Terms and Conditions: Pre-priced Blanket Purchase Agreement:**

**NEGOTIATION AUTHORITY:** The issuance of individual calls under this blanket purchase agreement will be made under the authority of 10 USC 2304 (g).

**EXTENT OF OBLIGATION:** The US Government is obligated only to the extent of authorized calls placed against this blanket purchase agreement and shall not be liable in any manner in the event no calls are made.

**PRICING:** The Contractor hereby warrants that the prices to the US Government shall be as low as or lower than those charged to the Contractor's most favored customer, in addition to any discounts for prompt payment. The Contractor will furnish the Contracting Office one (1) copy of a price list (Attachment 2) for items/services the contractor proposes to furnish under this Agreement. No price changes may be made unless approved by the Contracting Officer. If prices are expected to change frequently, the Contractor must provide monthly price lists to arrive in the Contracting Squadron 30 days prior to the effective date of the change. Calls will be made only for the items that appear on the APPROVED PRICE LIST. Negotiation or solicitation for prices and additional requirements will be conducted by the Contracting Officer only.

**CALLS:** Calls (purchases) will be made orally or by informal correspondence. Contractor personnel receiving such calls verbally should assure themselves that sufficient information is obtained to prepare the delivery ticket as required by this Agreement.

**INVOICES:** A summary invoice shall be submitted at least monthly or upon expiration of this Blanket Purchase Agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.

**PAYMENT:** Calls made under this BPA will be paid by a Government Purchase Card (GPC) for calls made up to \$25,000.00. Wide Area Workflow (WAWF) will be used for calls placed between \$25,000.00 and \$50,000.00.

**DELIVERIES:** Delivery of services will be accepted seven days a week, 24 hours a day as determined by the need of the US Government. All prices shall be FOB Dover AFB, Delaware.

**DELIVERY TICKETS:** All shipments or delivery of service under this agreement will be accompanied by one Delivery Ticket or Sales Slip which shall contain the following minimum information:

- (1) Name of Supplier
- (2) Blanket Purchase Agreement Number and Call Number (such as FA4497-23-A- 00XX-0001). The last four digits represent the call number.
- (3) Date of Purchase (Call).
- (4) Itemized list of Supplies or Services Furnished.
- (5) Quantity, Unit Price, and Extension of each item less applicable discounts.
- (6) Date of Delivery or Shipment.
- (7) Name of Individual Placing Call.
- (8) Submit invoices to: (Located in Block 6, Page 1 of BPA to be drafted)

**SECURITY:** Contractor personnel shall comply with all Government regulations regarding security procedures, the wearing of badges, access lists, and safety procedure.

**Points of Contact:**

Contracting Officer: Brittney Santiago

Phone Number: (302) 677-4969

Email Address: [bittney.santiago@us.af.mil](mailto:bittney.santiago@us.af.mil)

Contract Administrator: Mariah Thompson

Phone Number: (302) 677-5104

Email Address: [mariah.thompson@us.af.mil](mailto:mariah.thompson@us.af.mil)

Contract Administrator: Princess Rivera

Phone Number: (302) 677- 5204

Email Address: [princess.rivera.1@us.af.mil](mailto:princess.rivera.1@us.af.mil)

## **PROVISIONS INCORPORATED BY REFERENCE**

**Provision 52.204-7, System for Award Management**

**Provision 52.204-16, Commercial and Government Entity Code Reporting Provision 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to**

## **PROVISIONS INCORPORATED BY FULL TEXT**

### **Provision 52.252-1, Solicitation Provisions Incorporated by Reference**

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/these address(es): <http://farsite.hill.af.mil/vffara.htm>

(End of provision)

### **Provision 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (DEVIATION 2012-00007)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

### **Provision 252.209-7999, Representation by Corporation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION 2012-00004)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**CLAUSES INCORPORATED BY REFERENCE**

**Clause 52.203-7, Anti-Kickback Procedures**

**Clause 52.203-12, Limitation On Payments To Influence Certain Federal Transactions**

**Clause 52.204-13, System for Award Management Maintenance**

**Clause 52.204-19, Incorporation by Reference of Representation and Certifications Clause 52.212-4, Contract Terms and Conditions-Commercial Items**

**Clause 52.219-6, Notice Of Total Small Business Set-Aside**

**Clause 52.219-14, Limitations on Subcontracting**

**Clause 52.219-28, Post Award Business Program Representation**

**Clause 52.222-3, Convict Labor**

**Clause 52.222-21, Prohibition of Segregated Facilities**

**Clause 52.222-26, Equal Employment Opportunity**

**Clause 52.222-36, Affirmative Action for Workers with Disabilities**

**Clause 52.222-41, Service Contract Act of 1965**

**Clause 52.222-50, Combating Trafficking in Persons**

**Clause 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)**

**Clause 52.233-3, Protest After Award**

**Clause 52.233-4, Applicable Law for Breach of Contract Claim**

**Clause 52.223-5, Pollution Prevention and Right-to-Know Information**

**Clause 52.223-18, Contractor Policy to Ban Text Messaging While Driving**

**Clause 52.225-13, Restriction on Certain Foreign Purchases**

**Clause 52.232-36, Payment by Third Party**

**Clause 52.232-39, Unenforceability of Unauthorized Obligations**

**Clause 52.232-40, Providing Accelerated Payments to Small Business Subcontractors Clause 52.237-2, Protection of Government Buildings, Equipment, and Vegetation Clause 52.247-34,**

**FOB Destination****Clause 252.201-7000, Contracting Officer's Representative****Clause 252.203-7000, Requirements Relating to Compensation of Former DoD Officials****Clause 252.203-7002, Requirement to Inform Employees of Whistleblower Rights****Clause 252.204-7003, Control of Government Personnel Work Product****Clause 252.204-7004, Alternate A System for Award Management****Clause 252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials****Clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports****Clause 252.232-7010, Levies on Contract Payments****CLAUSE INCORPORATED BY FULL TEXT****Clause 52.252-2, Clauses Incorporated by Reference**

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/vffara.htm>

**Clause 252.223-7001, HAZARD WARNING LABELS (DEC 1991)**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through

(5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication



Standard.

MATERIAL (If None, Insert "None.")

ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

#### **Clause 5352.201-9101, Ombudsman**

##### **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, Susan Madison, HQ AMC/A7K, 507 Symington Drive, Scott AFB IL 62225-5022, (618) 229-0267, fax (618) 256-6668, email: [susan.madison@us.af.mil](mailto:susan.madison@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.

(End of clause)

**Clause 5352.223-9001, Health and Safety on Government Installations**

**HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (OCT 2019)**

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

**Clause 5352.242-9000, Contractor Access to Air Force Installation**

**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, and valid vehicle insurance certificate 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 [DAFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management](#) citing the appropriate paragraphs 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.