Horizontal Construction Multiple Award Contract (MAC)

Ordering Guide

Malmstrom AFB, MT

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1.0. Purpose and Scope

1.1. Purpose

1.1.1. The purpose of this Horizontal Construction Multiple Award Contract (MAC) is to provide a simplified method for the acquisition of horizontal construction services for a broad range of military construction, renovation, repair, sustainment, operation and maintenance, and demolition projects primarily in support of the Malmstrom AFB installation and its missile alert/launch facilities.

1.2. Scope

1.2.1. Orders will primarily include construction, repair, maintenance, and alteration projects but may also include Military Construction (MILCON) projects involving a variety of trades. Work performed under these orders may include but is not limited to heavy civil construction projects for the repair, alteration, and demolition of transportation infrastructure, utilities & energy systems (communication, electricity, natural gas, sewer, water, etc.), and site development.

1.2.2. As requirements develop, Fair Opportunity Proposal Request (FOPR) for task orders will be issued competitively to Horizontal Construction MAC contractors unless otherwise justified by regulation or statute. Task orders will vary in size generally from $2,000.00 to $5,000,000.00 and will be awarded, issued, and administered by duly appointed federal contracting officers.

1.2.3. Upon awarding the main contracts, the contractors will be issued an initial task order for $500.00. After receipt of the initial task order, contractors will be required to participate in a pre-performance conference.

2.0. Ordering Procedures for Competitive Orders

2.1. Fair Opportunity Proposal Requests (FOPRs)

2.1.1. As requirements develop, FOPRs for task orders will be issued on a competitive basis to Horizontal Construction MAC contractors unless otherwise justified by regulation or statute (see para **4.0.** for more information). FOPRs will typically be issued in the form of a "Request for Proposal" letter or similar notification. FOPRs will include general and project information such as:

- Contracting Point of Contacts (POCs).
- Proposal and question deadlines.
- Information pertaining to a site visit.

- Period of performance.
- Bonding requirements.
- Project Documents (i.e., specifications, drawings, SOWs, etc.)
- Any other requirements for submission.

2.1.3. In accordance with (IAW) Revolutionary Federal Acquisition Regulation Overhaul (RFO) 19.104-1(a), when there are two or more responsible concerns of a socio-economic category, the Contracting Officer (CO) may competitively set-aside orders placed under multiple award contracts for any socio-economic category.

2.1.4. Communication/transmittal of the FOPR will normally be via email; however, in some instances the Government may be required to transmit a FOPR and correlating attachments utilizing other methods. Horizontal Construction MAC awardees shall always keep an up-to-date email address on file. Backup addresses are encouraged.

2.2. Cancellation of FOPRs. In the event the Government must cancel a FOPR, a memorandum will be sent to all recipients notifying them of the effective date of the cancellation and directions to destroy all documents related to the FOPR project (plans, specifications, drawings, bid schedules, etc.). The cancellation of a FOPR requirement will be made at no additional cost to the Government at any time prior to award.

2.3. Responses to FOPRs

2.3.1. The Government will not be responsible for lack of notification(s) for contractors who fail to acknowledge FOPRs or maintain current email addresses.

2.3.2. All Horizontal Construction MAC contractors are highly encouraged to submit a proposal on all projects offered; however, contractors are required to have an annual proposal rate of at least 75% for all FOPRs. The response rate of each contractor will be calculated each year on the anniversary date of the award.

2.3.2.1. If a contractor chooses not to submit a proposal for a FOPR, the contractor shall submit a notification stating a reason for not proposing. Should the CO determine the contractor's reason for not proposing to be legitimate, the contractor will be "excused" from proposing and the FOPR will be excluded from the calculation of the annual proposal rate.

2.3.3. In the event a contractor fails to submit a proposal on at least 75% of all FOPRs, the CO will notify the contractor and require the contractor to take corrective action. In the event the contractor fails to correct this situation, the Government reserves the right to Off-Ramp the contractor in accordance with the Off/On Ramp procedures (see **Attachment 9**).

2.3.4. Contractors will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-throughs, or other pre-order costs.

2.3.5. For special requirements, the CO may be able to offer a stipend to unsuccessful Offerors responding to Design-Build FOPRs. An amount specified in the FOPR may be offered to offset preparation costs based on the level of effort required. Successful offerors on design-build task order request for proposals shall not be paid a stipend. These stipends are neither promised, guaranteed, or intended to provide total reimbursement for proposal preparation fees and will be granted at the sole discretion of the CO.

2.4. Site Visits

2.4.1. Attendance at site visits is considered important to the preparation of competitive and cost-effective orders, and to understanding the total results desired by the Government. Failure to attend a site visit may not be used as an excuse for omissions or miscalculations in offers.

2.5. Proposal Contents

2.5.1. Depending upon the requirements of each task order, the contractor will be required to provide a price proposal and/or technical/past performance information in response to a FOPR. Contractors shall respond prior to the proposal deadline set forth in the FOPR by submitting a proposal to the CO in accordance with the requirements stated in the FOPR.

2.5.2. Price (Bid) Schedules. The Government's payment for the items listed in the bid schedules of individual task orders will constitute full compensation to the contractor for (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. Contractors shall include all costs to complete work in their total evaluated price for items listed in the Bid Schedule.

2.5.3. Technical and Past Performance Information. When determined to be in the best interest of the Government, the CO may require Horizontal Construction MAC contractors to submit technical and/or past performance information for evaluation to be considered for the award of an order. For circumstances when this information is required, MAC contractors shall submit the requested technical and/or past performance information as prescribed in the FOPR. It should be noted, failure to comply with the technical/past performance information requirements may result in a contractor’s proposal being determined non-responsive and not evaluated further for order award.

2.5.4. Deviations and Alternate Proposals. Offerors shall specifically identify all deviations from the minimum FOPR requirements in a cover letter in a section entitled "Alternate

Proposal" or "Deviations." This requirement applies for all proposal revisions and Final Proposal Revisions. Proposed alternates/deviations shall specifically address in detail the alternate and rationale for proposing. Alternate solutions and deviations shall include separate pricing information. If an alternate/deviation is proposed, the work as specified in the solicitation must also be priced.

2.6. Order Evaluation Methods and Procedures

2.6.1. Each FOPR will describe the basis for award and all factors utilized in the evaluation of task order proposals.

2.6.1.1. Basis of Award. The basis of award for each task order is dependent on the size and complexity of a requirement and the discretion of the CO. The primary basis for award will be lowest total evaluated price or best value.

2.6.1.2. Evaluation Factors. The factors used to evaluate task order proposals will vary depending on the requirements of each project. In addition to price, the FOPR may evaluate other factors. When non-cost factors are included in the evaluation criteria of the FOPR, Horizontal Construction MAC contractors shall provide all required technical and/or past performance information. Failure to provide all requested information may result in the CO determining a proposal as non-responsive and excluding it from further consideration.

2.6.2. When discrepancies of offers submitted in response to FOPRs for individual task orders are discovered during evaluation, the following procedures will be employed:

2.6.2.1. The following will be utilized in resolving arithmetic discrepancies found on the face of the pricing schedule as submitted by the Offeror: (1) Obviously misplaced decimal points will be corrected; (2) Discrepancy between unit price and extended price, the unit price will govern; (3) Apparent errors in extension of unit prices will be corrected; (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

2.6.2.1.1. For purposes of price evaluation, the Government will proceed on the basis that the Offeror intends the proposed price to be evaluated based on the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.

2.6.2.1.2. These correction procedures shall not be used to resolve any ambiguity concerning which price is low.

2.7. Order Award and Issuance

2.7.1. Order Award. The award of a firm-fixed price type task order will be made IAW the criteria described in the FOPR. Task orders will be awarded and issued on DD Form 1155.

2.7.2. Issuance. Orders may be issued via mail or telephone but will typically be issued via email. If mailed, a task order is considered "issued" when the Government deposits the order in the mail. The appropriate issuing, administration, and payment offices will be cited on each order.

2.7.3. Plans and Specifications. The contractor will be provided with either an electronic copy of the Statement of Work or one paper copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each order. All further reproduction shall be at the contractor's expense. The Government may provide these as hard copy or as electronic media, such as web postings, e-mail, or CD ROM.

2.8. Order Performance

2.8.1. Notice to Proceed (NTP). After receiving acceptable performance and payment bonds, an NTP with construction will be issued. The issuance of an NTP with construction shall start the period of performance of the order.

2.8.3.1. In the event of long-lead items inhibiting the commencement of construction, the Government may issue an NTP authorizing the execution of administrative actions and procurement of long lead materials after receipt of acceptable performance and payment bonds. Upon receipt of necessary long-lead items, the Government will issue the NTP with construction authorizing the commencement of construction.

2.8.2. Delinquency. Timely performance by Horizontal Construction MAC contractors is critical. Failure to execute the work diligently on a currently awarded task order may result in the CO determining a contractor as delinquent. Should a contractor be determined to be delinquent, the contractor will be excluded from competitive fair-opportunity for future task orders until the contractor’s delinquency has been cured, at which time the contractor will be reinstated for competition of future awards.

3.0. Design-Build Orders

3.1. Use of Design-Build. Design-build orders may be used should the CO determine the method to be appropriate based on the criteria provided in RFO 36.101-2(a).

3.2. Design Reviews

3.2.1. Review(s) of the design will be accomplished in accordance with the Statement of Work for each order. The contractor is responsible for submitting the number of copies to the addresses identified in statement of work (SOW).

3.2.2. The time required by the Government to review submissions made during design or construction may vary with the task order. The review periods established in the order SOW are the maximum anticipated periods required.

3.2.3. The Contractor is responsible for incorporation of review comments as soon as possible and within the time scheduled in the order.

3.3. Additional Clauses Applicable to Design-Build Orders

3.3.1. The following RFO clauses apply to design-build task order:

3.3.1.1. RFO 52.236-23, Responsibility of the Architect-Engineer Contractor (Feb 2026)

3.3.1.2. RFO 52.236-25, Requirements for Registration of Designers (Jun 2003)

3.3.1.3. RFO 52.244-4, Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) (Aug 1998)

4.0. Ordering Procedures for Sole-Source Orders

4.1. Every awardee shall be provided with fair opportunity to be considered for a task order unless the CO determines one of the statutory exceptions to fair opportunity set forth in RFO 16.507-6 applies.

4.2. Requirement of Certified Cost and Pricing Data

4.4.1. Unless an exception applies or a waiver has been granted, certified cost or pricing data is required at the threshold contained in RFO 15.403-4 (currently $2,500,000). When required the contractor shall submit to the CO the supporting certified cost and pricing data requirements set forth in RFO 15.403-4(b).

5.0. Evaluation of Contractor Performance

5.1. IAW RFO 42.1102, past performance information shall be entered into the Contractor Performance Assessment System (CPARS), the Governmentwide evaluation reporting tool for all past performance reports. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/. Contractors will be sent an email notice to review and comment, when appropriate, on the performance evaluations via a web-based system. A contractor POC shall be

identified at time of award of the basic contract to receive notification of performance evaluations. The POC must maintain a current email address on file with the CO. In lieu of a contract POC, contractors may provide task order specific individuals to receive this information. Contracting Officers will be notified at the task order pre-construction meeting of any changes.

5.2. IAW RFO 42.1102, a contractor's performance will be evaluated at least annually (or after the completion of each order); however, interim evaluations may be performed at any time during contract performance when determined to be in the best interest of the Government.

5.3. The CO shall evaluate contractor performance for all orders meeting or exceeding the threshold stated in RFO 42.1102(e), and for each order terminated for default regardless of value. Additionally, the Government reserves the right to perform performance evaluations of orders valued less than the RFO 42.1102(e) threshold when the CO determines it to be in the best interest of the Government.

5.4. The evaluation of contractor performance will be performed and rated as prescribed in RFO 42.1103.

5.5. Horizontal Construction MAC contractors shall receive no worse than a Satisfactory rating for any task order evaluation. Failure to meet this requirement will result in the contractor being Off-Ramped.

6.0. Value Engineering Change Proposals

6.1. All value engineering change proposals (VECP's) shall be submitted in accordance with the requirements of RFO 52.248-3, Value Engineering – Construction. All VECP's shall be submitted in three (3) copies.

7.0. Bonding and Alternative Payment Protections for Construction Contracts

7.1. Bid Guarantees

7.1.1. Unless otherwise stated, Bid Guarantees (or Bid Bonds) are required in the penal amount specified in the FOPR.

7.2. Performance and Payment Bonds

7.2.1. Performance and payment bonds, with a penal sum 100% of the order price, are required for any construction order.

7.2.2. Bonds and other payment protections shall be provided within ten (10) calendar days of award of a task order. NTP will not be issued until the contractor provides sufficient bonding to cover the work being performed.

8.0. Administrative Matters

8.1. The base contracting office of Malmstrom AFB has administrative jurisdiction over this contract for all matters. Address provided below:

341st Contracting Squadron/PKA
7015 Goddard Drive, Bldg 145
Malmstrom AFB, MT, 59402

8.2. A list of the names and telephone numbers of the Government team comprising the CO, Contract Administrator (CA), Project Engineer, Contracting Officer's Representative (COR)/Construction Inspector, and POC at the project site will be provided at the post award/pre-construction conference for task orders.

8.3. Only a warranted CO has the authority to modify the terms and conditions of the basic contracts.

8.4. All correspondence shall be addressed to the task order CO, CA, Project Engineer, COR/Construction Inspector. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall refer to the contract name, contract number, task order number, and shall have only one subject.

8.5. A COR/Construction Inspector will be appointed for the purpose of technically administering the task order(s); however, all matters concerning this contract or resulting task orders, or any additional work placed against a resulting task order must first be approved by the CO.

8.6. PAPERLESS CONTRACTING: Malmstrom AFB is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that, to the maximum extent possible, FOPRs, to include specifications and drawings may be issued using electronic methods, i.e., the internet, email, etc. In addition, task order distribution and correspondence will also be issued electronically using email, internet, or other electronic methods. Contractors shall have and maintain capability to receive electronic documents.