Additional Instructions to Offerors

1. **Purpose**

a. This addendum to the solicitation tailors some of the terms and conditions contained in the provision at FAR 52.212-1—Instructions to Offerors—Commercial Items and provides additional instructions to offerors. Except as specified in this solicitation addendum, the offeror must submit all data and information required by 52.212-1 and this addendum. Non-conformance with the instructions provided herein or in any other part of the solicitation may result in elimination of the offer from consideration for award or an otherwise unfavorable offer evaluation.

b. **Notice of Governing Regulations and Class Deviations**

In accordance with the Presidential Executive Order on Restoring Common Sense to Federal Procurement, the Federal Government is overhauling the Federal Acquisition Regulation (FAR). The Department of Defense (DOD) is implementing this overhaul through a series of class deviations that revise the Defense Federal Acquisition Regulation Supplement (DFARS). Consequently, this solicitation and all related procurement activities are governed by the RFO and its implementing DFARS class deviations.

All parties are directed to the following official sources for the authoritative regulations:

FAR Overhaul: https://www.acquisiton.gov/far-overhaul
DoD Class Deviations:
https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.htm

c. Offer Detail: The offer shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The offer should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offer submitted.

d. Embellishments Not Desired: Elaborate brochures or documentation, binding, detailed artwork or other embellishments are unnecessary and are not desired.

e. Period for acceptance of offers: Paragraph (b) of the provision at FAR 52.212-1 regarding the period during which the offeror agrees to hold the prices in its offer firm is amended to read *180* days vs. 60 days. The offeror shall make a clear statement in the Price & Offer Documentation Volume that the offer is valid for *180* days after the date specified in the in block 8 of the solicitation cover sheet Standard Form (SF) 1449 for receipt of offers.

f. Disposition of Offers: In accordance with RFO 4.309 (Storage, handling, and contract files), the Government will retain one copy of all unsuccessful offers. Unless the offer requests otherwise, the Government will destroy extra copies of such unsuccessful offers.

2. **Contacts, Correspondence, and Communications**

a. Point of Contact: The POC for this Solicitation is Ladaia Lumpkin, (385) 634-8267, ladaia.lumpkin@us.af.mil. The Contracting Officer (CO) for this acquisition is Andrew Petersen (385) 635-3396, andrew.petersen.3@us.af.mil. Questions or concerns should be addressed directly to the Contracting POC or CO via the information provided above.

Be advised that all correspondence sent via email shall contain a subject line that reads "FA8601-26-R-0009 Hazardous Waste Program." Note that email filters at Wright-Patterson are designed to filter emails without subject lines or with suspicious subject lines or contents (i.e., .exe or .zip files). Therefore, if this subject line is not included, the email may not get through the email filters. Also be advised that .zip or .exe files are not allowable attachments and may be deleted by the email filters at Wright-Patterson. If sending attachments with email, ensure only .pdf, .doc, .docx, .xls or .xlsx documents are sent.

b. Discrepancies: Offers must conform to all the requirements of the solicitation. If an Offeror believes that ***any part of the solicitation including but not limited to the requirements in these instructions*** contain an error, omission, or are otherwise unsound, the offeror shall ***immediately notify the CO in writing directly*** or through the POC identified herein, per paragraph 2.a. of these instructions. The offeror is reminded that the Government reserves the right to award this effort based on the initial offer, as received, without discussion. However, the Government reserves the right to conduct discussions if determined necessary by the CO.

3. **Offer Format and Organization**

a. The offer shall consist of ***two*** separate volumes as specified in the Offer Format and Organization Table below. The volume numbers, titles, and contents shall be as specified in this table. The offeror shall submit the specified number of copies of each volume, which shall be within the specified page limits per the table below. Pricing information shall be addressed **ONLY** in the Price & Offer Documentation Volume. The Government will remove and discard any pages from any other volume that contains pricing data and the information on those pages will not be evaluated.

Offer Format and Organization Table

VOLUME	VOLUME TITLE	ELECTRONIC COPIES	PAGE LIMIT
I	Technical	See Paragraph b below	50 Pages
II	Price & Offer Documentation	See Paragraph b below	75 Pages

b. Electronic Copies: Send electronic copies of each volume via email to the CO ***and*** to the POC identified in paragraph 2a above as a PDF document to arrive by the date and time specified in the solicitation posting. For Volume II, submit the Pricing Exhibit/Attachment as both a PDF document and as a Microsoft Excel file. Ensure the Microsoft Excel file is

not "Read Only" so the CO/buyer can verify the offeror's calculations. See the cautions in paragraph 2a regarding the electronic file types that may be submitted via email.

c. Page Limitations: Page limitations shall be treated as maximums. If exceeded, the pages in excess of the above limitations will be removed and disregarded during the evaluation. Each page shall be counted except the following: Covers, title pages, glossaries, and tables of contents.

d. Page Size and Format:

i. Page size shall be 8.5 x 11 inches. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than the equivalent of Times New Roman, font size 10. Use at least one (1) inch margins. Pages in each volume shall be numbered sequentially by volume, i.e. I-1, I-2, etc.

ii. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size.

4. **Evaluation Factors and Offer Volume Content**

a. **PART I – TECHNICAL CAPABILITY PROPOSAL**

i. The proposal shall meet all mission capability requirements stated in the Performance Work Statement (PWS) and elsewhere in the solicitation to be eligible for award. The offeror should provide documentation which supports all the technical capabilities. The information provided should be adequate and sufficient to allow the Government to evaluate an offeror's technical capability.

ii. As the technical approach will primarily describe and demonstrate the capability of the offeror to fulfill all requirements stated in the PWS, the technical capability proposal should be specific and complete in every detail. The proposal shall not merely offer to meet the requirements of the PWS, it shall outline the actual method proposed as specifically as possible.

iii. It is the offeror's responsibility to ensure the completeness of the technical capability proposal; therefore, the technical evaluation panel for the Government has been instructed to evaluate on the basis of the information provided. The Government shall not assume an offeror possesses any capability unless specified in its proposal. Understanding of the requirements of the PWS must be demonstrated by more than a reiteration of the PWS. Repeating the PWS without sufficient elaboration will not be acceptable. Statements such as "the offeror understands," "can or will comply with all the requirements of the PWS," "standard procedures will be employed," etc., are insufficient.

iv. **NOTE: See Evaluation Factors (Attachment 2) for specific Subfactors and Measures of Merit.**

b. **PART II – PRICE PROPOSAL**: In the Price and Offer Documentation Volume, the offeror shall:

i. Provide a cover letter with its Commercial and Government Entity (CAGE) code, Data Universal Numbering System (DUNS) number, and Tax Identification number. In the cover letter, provide the name(s), title(s), telephone number(s), email address(es), and fax number(s) of the individual(s) authorized to, make decisions on behalf of the offeror regarding the offer submitted, negotiate with the Government, and who can obligate the offeror contractually. Provide in the cover letter a statement that the offer and prices will remain in effect for *180* days after the proposal due date.

ii. Provide signed copies of the Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract for ***all amendments*** to the solicitation, if applicable.

iii. Provide completed Provisions, Representations, Certifications, Acknowledgements, and Other Statements of Offerors:

NOTE: It is the offeror's responsibility to submit with its offer all required representations, certifications, acknowledgements, and statements required by the solicitation ***even if they are not reiterated in this paragraph***. The Government's preference is that representations and certifications, ***required by the solicitation***, are completed online on SAM.gov. If representations and certification are completed online only, please state so in Volume II.

iv. Submit any issues the offeror may have with the terms and conditions of the solicitation or exceptions thereto ***not previously brought to the attention of the CO per paragraph 2a of these instructions***. Offers must conform to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, price, and specific requirements of the solicitation. This information shall be provided in the format and shall include the content specified in the table below. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award.

5. **Additional Instructions:**

All solicitation provisions, e.g. FAR 52.209-7, Information Regarding Responsibility Matters; FAR 52.212-1—Instructions to Offerors—Commercial Items; Attachment 4—Additional Instructions to Offerors; Attachment 5 –Evaluation Criteria; and DFARS 252.209-7993—Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations will be physically removed from any resultant award.

Regarding the clause at 52.228-5 – Insurance Work on a Government Installation, see FAR 28.307 for minimum insurance requirements.

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. In the event the Government

cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

In accordance with DFARS 232-072-1 Required Financial Reviews, the Contracting Officer will conduct a review of potential contractors' financial capability or condition in coordination with Defense Contract Management Agency (DCMA). In response to the solicitation, include a copy of the following documents:

a. Financial statements for your three most recently completed fiscal years and the most recent interim financial statement if available, inclusive of balance sheet, income statement, and cash flow statement. These statements, if not compiled or audited by a CPA, must be certified by an officer of the company in accordance with DFARs 232.072-2(b)(1) (ii). The certification statement should state that to the best of your knowledge and belief, the financial data and accompanying notes to the financial statements are accurate and complete as prepared from the company's general accounting records as of a certain date.

b. Statement of your most current dollar sales backlog (unbilled in-house contracts) divided to show amounts funded and unfunded related to Government and Commercial contracts, plus the period of performance remaining on each contract (i.e., final delivery date). We would prefer this to be in Microsoft Excel format sorted by final delivery date.

c. Your company's anticipated monthly dollar sales forecast for the next 18 months, divided to show amounts related to Government and Commercial contracts. We would prefer this to be in Microsoft Excel format.

d. A cash flow schedule (budgeted schedule) indicating the source of receipts/funds and distribution of funds/disbursements, including all contract backlogs and anticipated business, on a month-to-month basis for the next twelve months. Supporting schedules and/or assumptions should accompany the forecast to justify projections.

e. A copy of your most current bank statements to include cash in checking and savings accounts, certificate of deposits, money market funds, and any other "cash equivalents" that can easily be converted to cash.

f. Copies of your most current accounts payable and accounts receivable aging reports shown at 30, 60 and 90-day intervals.

g. Lines of credit(s):

   i. If your company has any existing lines of credit (LOC), please provide the following documentation for each LOC:
   ii. Copies of the LOC to include any amendments, and
   iii. A letter from your financial institution stating the most current status of any LOC to include:
      a. Total dollar amount,
      b. Amount owed/outstanding,
      c. The amount available to borrow,
      d. The interest rate, e.g., 1% over prime,
      e. Maturity (expiration) date of the LOC,
      f. If the maturity date is within 3 months from date of this letter, please state if it is

the financial institution's intention to extend the LOC, and if so, what the new maturity date will be, and

g. Name, title, telephone number, and email address of the financial institution's Point of Contact (POC) for the LOC(s)

h. Information on bankruptcy filings, pending lawsuits, liens or judgments either by or against the company. If any, explain the:

i. Current status of each (i.e., nature of issue, actual or potential dollar amount, date or expected timing of settlement) and,

ii. If there will be a material adverse effect on the company's financial position.