

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY	CODE	8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

11. The contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☐ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE		FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

Section A - Solicitation/Contract Form

Section B - Supplies or Services and Prices/Cost

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	MQNA 20-1800 REPAIR BLACK FEEDER SWITCHES Product Service Code: J061 Firm Fixed Price CIN: 00000000000005401204	1.0	Project		

Section C - Description/Specifications/Statement of Work

Requirements

MQNA 20-1001 REPAIR BLACK FEEDER SWITCHES The contractor shall provide all plant labor, materials, tools, equipment, transportation, supervision and personnel necessary to accomplish the work described in this statement of work and attached drawings to replace all existing black feeder switches. Work is located at Lajes Field, Azores, Portugal and shall be performed in accordance with this Statement of Work (SOW), Project Drawings and Lajes Field Construction Site Standards and Facilities Excellence Standards. The project shall be completed in 240 calendar days, including materials acquisition, after the issuance of the Notice to Proceed.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

0001 Inspection and Acceptance Location
Both
Destination
Instructions: Statement of Work (SOW)

DoDAAC: F2N33Q

Cage:

DunsNumber:

Duns4Number:

CountryCode: USA

65 CES CERF

AF BPN NO MILSBILLS

PROCESSES

APO AE 09720-7710

, APO AE 09720 7710

United States

OfficeCode:

José Barbosa

Telephone: 535-6839

Email: jose.barbosa.1.pt@us.af.mil

Section F - Deliveries or Performance

0001

Delivery Schedule

Ship To Address

Delivery Schedule
From date of lead time event to completion of
performance
240 Calendar Days
Date of Notice to Proceed Receipt

Place of Performance
DoDAAC: F2N33Q
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA
65 CES CERF
AF BPN NO MILSBILLS PROCESSES
APO AE 09720-7710
, APO AE 09720 7710
United States

OfficeCode:
José Barbosa
Telephone: 535-6839
Email: jose.barbosa.1.pt@us.af.mil

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative	1991-12
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7008	Assignment of Claims (Overseas).	1997-06
252.236-7000	Modification Proposals--Price Breakdown	1991-12

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. 2018-12

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

Construction Invoice

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

Construction Invoice

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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.

(f) [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(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	<u>F87700</u>
Issue By DoDAAC	<u>FA4486</u>
Admin DoDAAC	<u>FA4486</u>
Inspect By DoDAAC	<u>F2N33Q</u>
Ship To Code	==
Ship From Code	==
Mark For Code	==
Service Approver (DoDAAC)	<u>FA4486</u>
Service Acceptor (DoDAAC)	==
Accept at Other DoDAAC	==
LPO DoDAAC	==
DCAA Auditor DoDAAC	==
Other DoDAAC(s)	==

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(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.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-3	Gratuities.	1984-04
52.203-5	Covenant Against Contingent Fees.	2014-05
52.203-6	Restrictions on Subcontractor Sales to the Government.	2006-09
52.203-7	Anti-Kickback Procedures.	2014-05
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2007-09
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	2014-04
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	2018-10
52.204-13	System for Award Management Maintenance.	2018-10
52.204-18	Commercial and Government Entity Code Maintenance.	2016-07
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	2018-07
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	2015-10
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	2015-11
52.211-13	Time Extensions.	2000-09
52.215-2	Audit and Records-Negotiation.	2010-10
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	2020-03
52.222-21	Prohibition of Segregated Facilities.	2015-04
52.222-50	Combating Trafficking in Persons.	2019-01
52.223-5	Pollution Prevention and Right-to-Know Information.	2011-05
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2011-08
52.225-13	Restrictions on Certain Foreign Purchases.	2008-06
52.232-17	Interest.	2014-05
52.232-18	Availability of Funds.	1984-04
52.232-23	Assignment of Claims.	2014-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2013-12
52.233-1	Disputes.	2014-05
52.233-3	Protest after Award.	1996-08
52.233-4	Applicable Law for Breach of Contract Claim.	2004-10
52.236-2	Differing Site Conditions.	1984-04
52.236-3	Site Investigation and Conditions Affecting the Work.	1984-04
52.236-5	Material and Workmanship.	1984-04
52.236-6	Superintendence by the Contractor.	1984-04
52.236-7	Permits and Responsibilities.	1991-11
52.236-8	Other Contracts.	1984-04
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	1984-04
52.236-10	Operations and Storage Areas.	1984-04
52.236-11	Use and Possession Prior to Completion.	1984-04
52.236-12	Cleaning Up.	1984-04
52.236-13	Accident Prevention.	1991-11
52.236-15	Schedules for Construction Contracts.	1984-04
52.236-21	Specifications and Drawings for Construction.	1997-02
52.236-26	Preconstruction Conference.	1995-02
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes.	2007-06
52.244-5	Competition in Subcontracting.	1996-12
52.244-6	Subcontracts for Commercial Items.	2019-08
52.246-21	Warranty of Construction.	1994-03
52.249-2 Alternate I	Termination for Convenience of the Government (Fixed-Price). - (Alternate I)	2012-04
52.249-10	Default (Fixed-Price Construction).	1984-04
52.253-1	Computer Generated Forms.	1991-01

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	2011-09
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2008-12
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2013-09
252.204-7000	Disclosure of Information	2016-10
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2019-02
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2019-12
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2016-05
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2013-06
252.225-7001	Buy American and Balance of Payments Program.	2017-12
252.225-7002	Qualifying Country Sources as Subcontractors.	2017-12
252.225-7005	Identification of Expenditures in the United States.	2005-06
252.225-7012	Preference for Certain Domestic Commodities.	2017-12
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	2011-06
252.225-7041	Correspondence in English.	1997-06
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	2015-06
252.225-7048	Export-Controlled Items.	2013-06
252.232-7010	Levies on Contract Payments.	2006-12
252.233-7001	Choice of Law (Overseas).	1997-06
252.236-7005	Airfield Safety Precautions.	1991-12
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2013-06
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2012-12
252.244-7000	Subcontracts for Commercial Items	2013-06
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10

FAR Clauses Incorporated by Full Text

52.204-1 Approval of Contract. 1989-12

As prescribed in 4.103 , insert the following clause:

APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Contracting Officer[*identify title of designated agency official here*] and shall not be binding until so approved.

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 2019-08

As prescribed in 4.2105(b), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause-

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model

number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. 2016-02

As prescribed in 9.104-7 (d), insert the following provision:

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(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 an 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; and

(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)

52.211-10 Commencement, Prosecution, and Completion of Work. 1984-04

As prescribed in 11.404(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 [Contracting Officer insert number] 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 240.

* The time stated for completion shall include final cleanup of the premises.

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 Liquidated Damages-Construction. 2000-09

As prescribed in 11.503(b), insert the following clause in solicitations and contracts:

LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$181.45 [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-26 Alternate I Equal Opportunity. - (Alternate I) 2016-09

As prescribed in 22.810(e), insert the following clause:

EQUAL OPPORTUNITY (SEPT 2016)

(a) *Definition.* As used in this clause.

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

(End of clause)

Alternate I (Feb1999). As prescribed in 22.810(e), add the following as a preamble to the clause:

Notice: The following terms of this clause are waived for this contract:

[Contracting Officer shall list terms]

52.222-26 Equal Opportunity. 2016-09

As prescribed in 22.810(e), insert the following clause:

EQUAL OPPORTUNITY (SEPT 2016)

(a) *Definition.* As used in this clause.

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-

(i) Employment;

- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts. 2014-05

As prescribed in 32.111(a)(5), insert the following clause:

PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums*. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment*. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C.6305).

(i) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned amounts*. In accordance with 31 U.S.C.3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year. 1984-04

As prescribed in 32.706-1(b), insert the following clause:

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond

. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond

, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items. 2002-02

As prescribed in 32.206(b)(2), insert the following clause:

TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions-Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) *Reservation of rights.* (1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.248-3 Value Engineering-Construction. 2015-10

As prescribed in 48.202 , insert the following clause:

VALUE ENGINEERING-CONSTRUCTION (OCT 2015)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; *provided*, that it does not involve a change-
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.* (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing- (1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of \$70,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:



These data, furnished under the Value Engineering-Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 Clauses Incorporated by Reference. 1998-02

As prescribed in 52.107(b), insert the following clause:

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 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):

<https://www.acquisition.gov/> _____ [Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. 1984-04

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

--	--	--

(End of clause)

52.252-6 Authorized Deviations in Clauses. 1984-04

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any *Defense Federal Acquisition Regulation Supplement* [insert regulation name] (48 CFR *Chapter 2*) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- (End of clause)

DFARS Clauses Incorporated by Full Text

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material 1991-12

As prescribed in 208.7305(a), use the following clause:

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

- (a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.
- (b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

		Deliverable Item
		(NSN and Nomenclature)
Precious Metal*	Quantity	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

252.236-7001 Contract Drawings and Specifications. 2000-08

As prescribed in 236.570(a), use the following clause:

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
<u>Project Drawings</u>	<u>Attachment 2</u>	<u>1</u>

(End of clause)

AFFARS Clauses Incorporated by Full Text

5352.201-9101 USAFE Ombudsman 10/1/2019

(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, Primary:

Mr. Erik J. Symanski

AFICC/KU, UNIT 3103, APO, AE 09094-3103

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: erik.symanski@us.af.mil

Tel: DSN: (314)480-2209 Fax: (49)-6371-47-2025

Alternate:

Ms. Heidi Hoehn

AFICC/KU, UNIT 3103, APO, AE 09094-3103

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: heidi.hoehn.de@us.af.mil

Tel: DSN: (314)480-9330 Fax: (49)-6371-47-2025. 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)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) 10/1/2019

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(End of clause)

5352.223-9001 Health and Safety on Government Installations 10/1/2019

(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)

5352.242-9000 Contractor Access to Air Force Installations 10/1/2019

(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 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 adequate procedure.

(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)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	URL	Line Item
01	Statement of Work (SOW)	Statement of Work	Statement of Work (SOW)	08 JUN 2020		
02	Project Drawings	Drawings	Project Drawings	05 JUN 2020		
03	Submittal Register	Supporting Technical Documentation	Submittal Register	05 JUN 2020		
04	Exhibit A Performance Relevancy Questionnaire (PRQ)	Supporting Technical Documentation	Performance Relevancy Questionnaire (PRQ)	08 JUL 2020		
05	Exhibit B Past Performance Questionnaire (PPQ)	Supporting Technical Documentation	Past Performance Questionnaire (PPQ)	08 JUL 2020		

Section K - Representations, Certification, and other Statements of Offerors

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-7	System for Award Management.	2018-10
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	2018-08
52.236-28	Preparation of Proposals-Construction.	1997-10

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials. As prescribed in 203.171-4(b), insert the following provision:	2011-11

FAR Clauses Incorporated by Full Text

52.204-8 Annual Representations and Certifications. 2020-03

As prescribed in 4.1202(a), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR?2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238210 *[insert NAICS code]*.

(2) The small business size standard is Not Applicable *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i)

☐

Paragraph (d) applies.

(ii)

☐

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) ___ 52.204-17, Ownership or Control of Offeror.

___ (ii) ___ 52.204-20, Predecessor of Offeror.

___ (iii) ___ 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) ___ 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) ___ 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification.

___ (vi) ___ 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) ___ 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) ___ 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-19 Incorporation by Reference of Representations and Certifications. 2014-12

As prescribed in 4.1202(b), insert the following clause.

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. 2019-12

As prescribed in 4.2105(a), insert the following provision:

**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(DEC 2019)**

The Offeror shall not complete the representation in this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision-

"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that it

☐

will,

☐

will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will" provide covered telecommunications equipment or services", the Offeror shall provide the following information as part of the offer-

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. 2019-12

As prescribed in 4.2105(c), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.* The Offeror represents that it

☐

does,

☐

does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. 1999-02

As prescribed in 22.810(b), insert the following provision:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<input type="text"/>	<input type="text"/>
[<i>Contracting Officer shall insert goals</i>]	[<i>Contracting Officer shall insert goals</i>]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

(1) Name, address, and telephone number of the subcontractor;

- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the state, county, and city].

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A Alternate A, Annual Representations and Certifications. 2020-04

As prescribed in 204.1202, use the following provision:

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus-Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

____(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____(ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

____(iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____(iv) 252.225-7031, Secondary Arab Boycott of Israel.

____(v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

____(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____(vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
____	____	____	____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instrs., Conds., and Notices to Offerors

FAR 52.215-1 INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL PROPOSAL PREPARATION INSTRUCTIONS

1.1. The 65th Contracting Flight is issuing this solicitation, FA448620R0008, as a Request for Proposal (RFP) using FAR Part 15 Contracting by Negotiation for Lajes Field, Azores, Portugal. This solicitation is to Repair Black Feeder Switches, and is a full and open competition.

1.2. The Government intends to award a Firm-Fixed-Price Contract, in accordance with FAR 16.202. A single award will be made as a result of this solicitation. Please be advised that this RFP in no manner obligates the Government regarding award of a contract that results from the issuance of this solicitation. Vendors must be registered in the System for Award Management (SAM) database at www.sam.gov to be considered for award.

1.3. To ensure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. The proposal must be complete, self-sufficient and respond directly to the requirements of this solicitation. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications and all identified evaluation factors. This Section L of the Request for Proposal (RFP) provides general guidance for preparing proposals as well as specific instructions of the format and content of the proposal. The offeror's proposal must include all data and information requested in Section L and must be submitted in accordance with these instructions. Nonconformance with the instructions provided in this Section L and/or failure to meet a requirement may result in an offer being ineligible for award.

1.4. The proposal shall be clear, concise, and include sufficient detail for effective evaluation and substantiating the validity of stated claims. The proposal must 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 solely on the information presented in the offeror's proposal. The response shall consist of three (3) separate parts: PART I - Price Proposal, PART II - Technical Capability and PART III - Past Performance.

1.5. Offerors shall submit one (1) electronic proposal of Parts I, II and III. A paper hardcopy is optional. Format for Part I, II and III shall be as follows:

(a) The proposals will be 8 1/2" x 11" paper or standard A4 paper, except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".

(b) A page is defined as one face of a sheet of paper containing information.

(c) Typing shall not be less than 12 point.

1.6. This is an all-electronic solicitation release. Hard copies are not available. The Government will post amendments to the solicitation to the Electronic Posting System (EPS) at <https://beta.sam.gov/>. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment as described in contract clause 52.215- 1, Instructions to Offerors-Competitive Acquisition, of this Request for Proposal (RFP) shall apply. It is the responsibility of each offeror to review the web page for notice of amendments, updates or changes to current information.

1.7. Offers may be submitted by hand delivery, mail or email in response to this solicitation. The content and page size of electronic copies must be identical to the hard copies. Facsimile submissions will not be accepted. The offer must arrive by 10 August 2020, 02:00pm (AZOST) to the following email addresses: claudia.silva.pt@us.af.mil and 65CONF.LGC.ALL@us.af.mil. If submitting proposal by e-mail, only submit one copy and the maximum size of email shall not exceed 25MB. Proposal can be split over multiple e-mails and if sending multiple e-mails, ensure subject line contains how many emails have been sent with the text to be used as follows: "E-mail X of Y" (1 of 4, 2 of 4, etc.). Any proposal submitted by e-mail shall request confirmation of

receipt to ensure the Government has received your proposal. If the offeror chooses to mail the offer via postal services, the Government will not be responsible for any non-receipt of the offer, or any failure of the offeror to verify receipt of the mailed offer. Submit to one of the address shown below:

Commercial:

Seccao de Contratos, Base Aerea No. 4
Attn: Claudia Silva, 65th CONF/PKA
Avenida do Imperio, Edf. T-615
9760-277 Terceira, Azores, Portugal

USA Postal:

65th Contracting Flight
Attn: Claudia Silva
Bldg. T-615, Rm. 203
Unit 7710
APO AE 09720

The proposal may also be hand delivered to the 65th Contracting Flight, Building T-615, room 203. Late proposals will be processed in accordance with FAR 15.208, "Late Submission, Modifications, and Withdrawals of Proposals". If installation access is not granted, please contact the contract administrator immediately.

NOTE: Offerors are cautioned that Lajes Field, Terceira Island, Azores, Portugal has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor's pass prior to entrance. **SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS.** Offerors should allow sufficient time to obtain a visitor pass and arrive at Bldg. T-615 PRIOR to the time specified for receipt of offers. Offerors should verify receipt of any mailed, delivered or e-mailed proposal with the contracting point of contact.

1.8. The Government will hold a pre-proposal conference/site visit at 65 CONF Conference Room, Bldg. T-615, Lajes Field on 17 July 2020 at 09:00 AM (AZOST). All prospective offerors are highly encouraged to attend this conference/site visit and are advised that this will be held solely for the purpose of explaining the concepts involved in the specifications, terms, and conditions of this solicitation. For security reasons, all interested vendors must register to attend this meeting. Email the information below for all attendees no later than 16 July 2020 by 02:00 PM (AZOST) to Claudia Silva at claudia.silva.pt@us.af.mil and 65CONF.LGC.ALL@us.af.mil.

- Company Name and Telephone Number
- Visitor's Full Name
- Civil Identification Number or Passport Number

1.9. All questions regarding this solicitation must be submitted to Contract Specialist Claudia Silva at claudia.silva.pt@us.af.mil and 65CONF.LGC.ALL@us.af.mil no later than 24 July 2020, 02:00PM AZOST. All proposals must be sent to Contract Specialist Claudia Silva at claudia.silva.pt@us.af.mil and 65CONF.LGC.ALL@us.af.mil no later than 10 August 2020, 14:00 PM (AZOST). All timely questions will be answered officially through posting on <https://beta.sam.gov/>. Failure of a prospective offeror to submit any questions or attend the conference will be construed to mean that the prospective offeror fully understands all requirements of the solicitation. Submit signed and dated offers to 65 CONF prior to the date and time specified in this RFP. Offers shall be submitted on the Standard Form 1442 (SF 1442).

1.10. Funds are not presently available for this effort. Therefore, offerors must declare their proposal is valid until 8 November 2020. 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 preparation costs.

2. SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS

2.1. PART I - PRICE PROPOSAL (EVALUATION FACTOR 1)

- (a) Provide an introductory page to include NCAGE Code, DUNS number, points of contact, and contact information.
- (b) Complete blocks 30a. and 30b. of Section A in the Standard Form (SF) 1442. In doing so, the offeror assents to the contract's terms and conditions as written in the Sections A through K. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102, Contractor's Signature.
- (c) Insert the proposed total price in Section B for the Contract Line Item Number (CLIN).
- (d) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections F through J, the offeror shall submit only those pages that require a fill-in.
- (e) A letter of authorization for the contracting officer to verify the offeror's financial responsibility. Include name, address and phone numbers for financial institutions to include points of contact.
- (f) Acknowledgement of all amendments to the solicitation in accordance with the instructions on the SF 30.
- (g) All prices shall be submitted in EURO. Offers not submitted in EURO currency will not be considered for award.
- (h) Vendors must agree to hold their prices valid for ninety (90) calendar days after the due date of this solicitation.

2.2. PART II - TECHNICAL CAPABILITY (EVALUATION FACTOR 2)

- (a) Organizational Structure (Technical Subfactor 1). This factor will assess the offeror's organizational chart identifying all key personnel with a description of their work experience relating to projects similar in scope under North American Industry Classification System (NAICS) code 238210, Electrical Contractors and Other Wiring Installation Contractors, with a minimum value of \$250,000. The organizational chart should also identify any potential sub-contracting that will be intended for use in their offer.
- (b) Quality Control Plan (QCP) (Technical Subfactor 2). This factor will assess the offeror's Quality Control (QC) procedures, processes and methods that assure high quality workmanship during the performance period.

2.3. PART III - PAST PERFORMANCE (EVALUATION FACTOR 3)

- (a) Past Performance includes current/on-going performance.
- (b) Offerors shall provide a Performance Relevancy Questionnaire (PRQ), Exhibit A. Exhibit A shall be used to provide information that demonstrates a history of performance on contracts that are similar in scope, complexity, and cost magnitude to the present project drawings and specifications. Contractor must present two or more projects. Offerors should consider the recency, relevancy and acceptability of the past performance information to be considered.
- (c) For recency the performance must have been completed during the past five (5) years. The period begins five (5) years prior to the solicitation release date and includes current performance. More Current performance may have greater impact than older performance.
- (d) In determining relevancy to the solicitation requirement, offerors should consider the similarity of construction methods employed, size, scope, cost magnitude, location, client type (e.g. public or private) and complexity of work performed to those required for the proposed effort.
- (e) Performance acceptability is met when the offeror submits a Performance Relevancy Questionnaire (PRQ), Exhibit A and shall prepare and submit to prior customers (of all the projects listed on your Exhibit A submission) a Past Performance Questionnaire (PPQ), Exhibit B.
- (f) Offerors shall instruct their references to email all questionnaires directly to the contract administrator at claudia.silva.pt@us.af.mil and 65CONF.LGC.ALL@us.af.mil. The Government will use the PPQ to evaluate the recency, relevancy and acceptability of the offeror's past performance.
- (g) A listing of the PPQ references shall be included in the Past Performance Part III.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	2016-07
52.214-34	Submission of Offers in the English Language.	1991-04

52.214-35

Submission of Offers in U.S. Currency.

1991-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2018-01

FAR Clauses Incorporated by Full Text**52.204-22 Alternative Line Item Proposal. 2017-01**

As prescribed in 4.1008 , insert the following provision:

ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

52.216-1 Type of Contract. 1984-04

As prescribed in 16.105 , complete and insert the following provision:

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

[Contracting Officer insert specific type of contract]

contract resulting from this solicitation.

(End of provision)

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. 2016-12

As prescribed in 23.804(b), insert the following provision:

PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) *Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]*

(1) The Offeror (itself or through its immediate owner or highest-level owner)

☐

does,

☐

does not publicly disclose greenhouse gas emissions, *i.e.*, make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner)

☐

does,

☐

does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(End of provision)

52.233-2 Service of Protest. 2006-09

As prescribed in 33.106 , insert the following provision:

SERVICE OF PROTEST (SEPT 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

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(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)

52.236-27 Site Visit (Construction). 1995-02

As prescribed in 36.523 , insert a provision substantially the same as the following:

SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name:

Address:

Telephone:

(End of Provision)

52.252-1 Solicitation Provisions Incorporated by Reference. 1998-02

As prescribed in 52.107(a), insert the following provision:

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/these address(es):

<https://www.acquisition.gov/> _____ [Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. 1984-04

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being- altered.

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

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(End of clause)

52.252-5 Authorized Deviations in Provisions. 1984-04

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any *Federal Acquisition Regulation* [insert regulation name] (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text**252.215-7008 Only One Offer. 2019-07**

As prescribed at 215.408(3), use the following provision:

ONLY ONE OFFER (JUL 2019)

(a) *Cost or pricing data requirements.* After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation.* If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable ____ [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts.* Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

1. BASIS FOR CONTRACT AWARD

The Government intends to award a Firm Fixed Price contract to a qualified offeror deemed responsible in accordance with the Federal Acquisition Regulation FAR 9.104, whose proposal conforms to the solicitation and is determined to be the lowest price technically acceptable (LPTA) offer utilizing FAR PART 15. The following evaluation factors shall be used to evaluate offers:

FACTOR I - Price Proposal (Part I - Section L)

FACTOR II - Technical Capability (Part II - Section L)

FACTOR III - Past Performance (Part III - Section L)

2. DISCUSSIONS

The Government intends to make the award without conducting discussions with any offerors. Nevertheless, the Government reserves the right to conduct discussions if, during the evaluation period, it is determined to be in the best interest of the Government to do so. Discussions, if necessary, will be conducted in accordance with FAR 15.306. The Government also reserves the right to conduct exchanges with some, all or none of the offerors.

3. EVALUATION FACTORS

The contracting officer will begin the evaluation process by conducting a proposal compliance review for all timely-received proposals for determination of basic proposal adequacy prior to providing the proposals to the evaluators. Failure to address any of the following factor(s) and/or submitting an incomplete package will result in the proposal being removed from further consideration for award: (1) Price Proposal, (2) Technical Capability and (3) Past Performance.

3.1. FACTOR 1 - PRICE PROPOSAL

The Government will evaluate price to make a determination that it is reasonable in accordance with FAR 15.404 and FAR 31.201-3. Each offeror's Total Evaluated Price (TEP) will be the amount proposed in Section B. Only EURO currency offers will be accepted.

3.1.1. Price Reasonableness: The Government reserves the right to use one or more of the price analysis techniques defined in FAR 15.404, to determine price reasonableness. The price evaluation will document price reasonableness of the proposed price. Offers that include unreasonable, unbalanced, or incomplete pricing may not be considered for award.

3.1.2. Completeness: A proposal is complete when all pricing information required by the solicitation is provided in the format prescribed.

3.2. FACTOR II - TECHNICAL CAPABILITY

The purpose of the technical factor is to assess the offeror's proposed approach, as detailed in its proposal, to satisfy the Government's requirements. The Government technical evaluation team will evaluate the technical proposals, assigning a rating of "Acceptable" or "Unacceptable". The offeror's proposal must demonstrate a clear understanding of the nature and scope of work required. Failure to provide a reasonable and complete proposal may reflect a lack of capability to perform the work requirements and may result in a determination that the offer's proposal is "Unacceptable." Detailed instructions are included in the Section L (Part II) of this solicitation. If this factor is evaluated as "Unacceptable", it will render the entire proposal "Unacceptable" and, therefore, unawardable. Only those proposals determined to be technically "Acceptable", either initially or as a result of discussions, will be considered for award.

TABLE 1. TECHNICAL RATINGS

Adjectival Rating	Description
ACCEPTABLE	Proposal meets the requirements of the solicitation.

UNACCEPTABLE Proposal does not meet the requirements of the solicitation.

Proposals shall be evaluated against the following technical subfactors: Organizational Structure and Quality Control Plan.

3.2.1. TECHNICAL SUBFACTOR 1 - ORGANIZATIONAL STRUCTURE

Description: This subfactor evaluates the offeror's organizational chart, identifying all key personnel with a description of their work experience relating to projects similar in scope under North American Industry Classification System (NAICS) code 238210, Electrical Work, with a minimum value of \$250,000. The organizational chart should also identify the sub-contractors that will be utilized.

Measure of Merit: This requirement is met when the offeror's proposal provides a diagram identifying the individuals specifically used for this project with minimum 5 years of related experience. Provide information on the individual's name, title, duty, years of experience relating to similar projects in size and scope on the following key personnel: Project Manager, Site Superintendent, Quality Control Manager, and Sub-Contractors.

3.2.2. TECHNICAL SUBFACTOR 2 - QUALITY CONTROL PLAN

Description: This subfactor evaluates the offeror's Quality Control Plan.

Measure of Merit: This requirement is met when the offeror's proposal provides a Quality Control Plan that demonstrates how the offeror will maintain project quality and timeliness IAW with the Statement of Work (SOW).

3.3. FACTOR III - PAST PERFORMANCE

The purpose of the past performance factor is to assess the offeror's demonstrated record of performance for acceptability with the ability to provide construction services that meet the Government's needs. The Government will evaluate past performance to assess how well the offeror performed work relevant to the requirement described in the solicitation as an indicator of an offeror's ability to perform the contract successfully. The Government will use the following procedures in evaluating past performance.

The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance. Acceptability is assessed at the overall Past Performance factor level after evaluating the offeror's recent and relevant past performance.

The Past Performance information may be obtained from the following sources:

- (A) Reference List (Section L - Part III).
- (B) Past and Present Performance Questionnaire
- (C) Past Performance Information available from other sources such as Contractor Performance Assessment Reporting System (CPARS) and/or other past performance information sources to obtain additional information that may be used in the evaluation of an offeror's past performance.

Offerors are advised that the Government may use all data provided by the offeror in this volume and data obtained from any other sources, to include, but is not limited to, data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but is not limited to, Federal Awardee Performance and Integrity Information System (FAPIS), or other databases; interviews with Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror. The Government reserves the right to obtain and evaluate past performance information from any source it deems appropriate. While the Government may elect to consider data obtained from other sources, the burden of providing current, accurate, and complete past performance information rests upon the offeror.

The offeror's past performance efforts will be assessed for three categories: Recency, Relevancy, and

Acceptability. The Government will only evaluate Performance Quality on past efforts that are determined to be both recent and relevant.

3.3.1. RECENCY

An assessment of the past performance information will be made to determine if it is recent. Recency is defined as projects that occurred within the past five (5) years, which the period begins five (5) years prior to the solicitation release date and includes current performance. More recent performance may have greater impact than older performance. Contract performance that meets these criteria will be evaluated in their entirety. Contract performance that does not meet these criteria will not be considered or evaluated.

3.3.2. RELEVANCY

The Government will conduct an in-depth evaluation of recent performance information obtained to determine how closely the effort performed under those contracts/task orders relate to the scope, magnitude and complexity of efforts described in this solicitation. Offerors are required to demonstrate performance of efforts involving requirements that are similar or greater in scope (Electrical work), magnitude (according to the proposal), and complexity, than the effort described in this solicitation.

TABLE 2. RELEVANCY ASSESSMENT

Adjectival Rating	Definition
RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
NOT RELEVANT	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Present/past performance that has been determined to be "Not Relevant" will not be considered or evaluated.

3.3.3. ACCEPTABILITY

As a result of the relevancy and quality assessment of the recent contracts evaluated, offerors will receive an "Acceptable" or "Unacceptable" Assessment Rating. This rating represents the overall evaluation of contractor performance. The Government will not award a contract to an offeror rated "Unacceptable".

The vendor's past performance will be evaluated for acceptability, on a pass/fail basis, in accordance with the rating below. The vendor must receive an "Acceptable" rating in order to be considered for award:

TABLE 3. PAST PERFORMANCE RATINGS

Adjectival Rating	Description
ACCEPTABLE	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
UNACCEPTABLE	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance, or for whom information on past performance is not available, or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "Unknown" shall be considered "Acceptable."

The Government will consider the performance acceptability of recent, relevant efforts. In addition to evaluating the extent to which the offeror's performance meets the solicitation requirements, the assessment will also consider aspects such as the offeror's history of adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction.

The acceptability assessment consists of an in-depth evaluation of past performance information available, regardless of its source. The acceptability assessment may reveal positive or adverse past performance information. Adverse is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received from sources without a formal rating system. Offerors will be given an opportunity to respond to adverse past performance information for which they have not previously had an opportunity to address.

Each individual piece of past performance information will be evaluated using the definitions below:

Acceptable Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.

Unacceptable Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Any "Unacceptable" ratings on any past performance information will result in an overall "Unacceptable" for that piece of information and an overall "Unacceptable" rating for the entire Acceptability Assessment.

The acceptability assessment performed in support of this source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, it gathers information from customers on how well the offeror performed those past contracts.

Note: Present/past Performance determined to be "Not Relevant" will not be considered or evaluated.

4. **Award Process:** The Government intends to award to the lowest priced, technically acceptable offeror. In accordance with 13.106-2(b)(3), the Government is not required to establish a competitive range, conduct discussions, or score offers. Consistent with simplified acquisition procedures, the evaluation process is as follows:

Price: The Government will evaluate all proposals for price, ordering the offeror from the lowest to highest total evaluated price. If the lowest priced proposed is measured "Unacceptable", the second lowest will be evaluated. This shall continue until a vendor with an acceptable technical capability and past performance is found. An offeror must receive an "Acceptable" for both technical capability and past performance to be found acceptable and receive an award.

Technical: The lowest priced proposal will then be evaluated for its technical capability. The vendor must receive an "Acceptable" rating in order to be considered for award.

Past Performance: The lowest priced proposal that received an "Acceptable" for its technical capability, will then be evaluated for its past performance. The vendor must receive an "Acceptable" rating in order to receive an award.

5. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.