

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

**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  
 award,  notice to proceed. This performance period is  mandatory  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.)

YES  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
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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
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	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) ( )
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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**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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
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30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE
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## 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	FTFA 17-1100 Renovation and Repair Construction-Renovate Building #886 IAW Statement of Work dated 14 August 2018. Work will include removal of existing exterior, interior, and structural components, mechanical system components, electrical and communications components, finishes, ceilings, walls, windows, doors, associated hardware and the installation of upgraded components as shown on the construction documents. Product Service Code: Z2JZ Firm Fixed Price		Job		
Option Line Item 0002	FTFA 17-1100 Construction of the south side dock, Bid Option CLIN. Product Service Code: Z2JZ Firm Fixed Price	1.0	Job		
0003	FTFA 17-1100 New Construction- Install HVAC system. Product Service Code: Z2JZ Firm Fixed Price	1.0	Job		

## **Section C - Description/Specifications/Statement of Work**

### Requirements

Project FTFA 17-1100 is to renovate the interior of Building #886, as well as some portions of the exterior. The contractor will construct this project, in accordance with the Statement of work dated 14 August 2018. Period of Performance will start 295 days after notice to proceed. Work will include removal of existing exterior, interior, and structural components, finishes, ceilings, walls, windows, doors, associated hardware and the installation of upgraded components as shown on the construction documents. Bid Option will include construction of south side dock as noted in the construction documents.

## Section D - Packaging and Marking

## Section E - Inspection and Acceptance

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-12 0001	Inspection of Construction. <b>Inspection and Acceptance Location</b>	1996-08
	Both Destination Instructions: Inspection/Acceptance at destination  DoDAAC: F1T2BR Cage: DunsNumber: Duns4Number: CountryCode: USA  796 CES CEOC 501 DE LEON ST BLDG 696 STE 1 RM 49 AF BPN NO MILSBILLS PROCESSES EGLIN, FL 32542 5105 United States  OfficeCode: Elaine Hopkins-Soha Email: Telephone: 883-1307	
<b>Option</b> Line Item 0002	<b>Inspection and Acceptance Location</b>  Both Destination Instructions: Inspection/Acceptance at destination  DoDAAC: F1T2BR Cage: DunsNumber: Duns4Number: CountryCode: USA  796 CES CEOC 501 DE LEON ST BLDG 696 STE 1 RM 49 AF BPN NO MILSBILLS PROCESSES EGLIN, FL 32542 5105 United States  OfficeCode: Elaine Hopkins-Soha Email: Telephone: 883-1307	
0003	<b>Inspection and Acceptance Location</b>  Both Destination Instructions: N/A  DoDAAC: F1T2BR Cage: DunsNumber:	

Duns4Number:  
CountryCode: USA

796 CES CEOC  
501 DE LEON ST BLDG 696 STE 1 RM 49  
AF BPN NO MILSBILLS PROCESSES  
EGLIN, FL 32542 5105  
United States

OfficeCode:  
Elaine Hopkins-Soha  
Telephone: 850-875-1307  
Email:



## Section F - Deliveries or Performance

0003

### FAR Clauses Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.242-15	Stop-Work Order.	1989-08
52.247-34	F.o.b. Destination.	1991-11

### FAR Clauses Incorporated by Full Text

#### 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 \_\_295\_\_.\* 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.

## Section G - Contract Administration Data

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative	1991-12
252.204-7006	Billing Instructions.	2005-10
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
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. (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\_\_ (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 || \_\_F03000\_\_ || Issue By DoDAAC || \_\_FA2823\_\_ || Admin DoDAAC || \_\_FA2823\_\_ || Inspect By DoDAAC || \_\_F1T2BR\_\_ || Ship To Code || \_\_\_\_ || Ship From Code || \_\_\_\_ || Mark For Code || \_\_\_\_ || Service Approver (DoDAAC) || \_\_FA2823\_\_ || Service Acceptor (DoDAAC) || \_\_FA2823\_\_ || 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. \_\_pamela.green.3@us.af.mil\_\_

(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

### H-2 PERFORMANCE AND PAYMENT BONDS (CONSTRUCTION)

Pursuant to FAR clause 52.228-15, Performance and Payment Bonds, the contractor shall submit its performance and payment bonds no later than 10-days after award of the contract. The Contractor shall furnish two bonds each with surety or sureties acceptable to the Government in the form of a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds shall be as follows:

(a) Performance Bond. The penal sum of the Performance Bond shall equal one hundred percent (100%) of the value of the contract. Any bonds will be furnished by the Contractor to the Government prior to commencement of contract performance.

(b) Payment Bonds. The penal sum of the Payment Bond shall equal one hundred percent (100%) of the value of the contract. Any bonds will be furnished by the Contractor to the Government prior to commencement of contract performance.

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### H-3 CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION)

(a) In addition to the requirements in FAR 52.223-5, contractors shall provide a list of toxic and hazardous chemicals to the Facility Hazardous Materials Cell, 96 CEG/CEIEC, 850-882-5929 before bringing any material onto the facility. This list shall consist of the material name, manufacturer name and address, quantity and size of the materials. This list may be in Microsoft Word or Excel. Updates of this list shall be submitted quarterly to the above office.

(b) The Contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility environmental management system (EMS) applicable for your contract. The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the agency, organizational, or facility EMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall respond and take corrective action immediately. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the EMS Site Coordinator, 96 CEG/CEIEC, 850-882-5929. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract.

(c) All on-site contractor personnel shall complete facility sponsored environmental training specific to the facility. The facility training will take approximately thirty minutes to accomplish. The training must be completed within 90 days of the contractor employee being work on the installation. The method of training can be video or my seminar presentations. Documentation of the training will be provided to EMS Coordinator, 96 CEG/CEIEC, 850-882-5929. Upon contract award, the Contracting Officer's Representative will notify the facility-level Environmental Management Systems Coordinator, 96 CEG/CEIEC, 850-882-5929 to arrange EMS training for appropriate staff.

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### H-4 CONSTRUCTION PERMITS

In accordance with (IAW) FAR 52.236-7, the Contractor shall obtain a construction permit for any construction work on Eglin Air Force Base. An AF Form 103 "Base Civil Engineering Work Clearance Request" must be submitted with all required signatures, to the Contract Inspector prior to beginning of performance on the job site. No work shall begin until approval of the AF Form 103 has been granted.

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### H-5 DAILY REPORT TO INSPECTOR

(a) The Contractor shall submit a Daily Report to 96 CEG/CEOM inspectors on 96 TW Form 3. The report shall include weather conditions, work accomplished, test accomplished, test reports, delays and discrepancies. Reports should also include photographs of the site as necessary to document progress and any differing site conditions as necessary. Documentation of any differing site condition in a daily report does not relieve the Contractor of its responsibility to report any differing site condition to the Contracting Officer pursuant to FAR clause 52.236-2, Differing Site Conditions.

(b) The report to the inspector shall be the original signed by the contractor or his superintendent and turned into 96 CEG/CEOM inspectors by 12:00 noon the following work day.

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#### H-6 ENVIRONMENTAL INSURANCE REQUIREMENTS

The Contractor shall, at its own expense, provide and maintain insurance during the entire performance period of this contract which specifically provides coverage for environmental damages with a minimum amount of \$1,000,000.00 per occurrence.

#### H-7 HAZARDOUS WASTE REMOVAL

The Contractor shall dispose of all hazardous waste in accordance with all applicable local, federal and state environmental laws and regulations, including but not limited to 40 CFR 260-268, Hazardous Waste Management, and Rule 17-30 Florida Administrative Code. The Contractor shall assume the responsibility of determining what constitutes "hazardous waste" and complying with all environmental laws and regulations governing its removal.

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#### H-8 HURRICANE SEASON

Hurricane season for the state of Florida is normally the period from 01 June through 30 November. During an actual hurricane, tropical storm or tropical depression condition, you may be contacted by the contracting office and requested to secure equipment, clean up your work area and properly protect stored materials. In accordance with the contract clause FAR 52.236-9, "Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements" and FAR 52.236-12 "Cleaning Up," you should keep this in mind and maintain your work area free from debris and in a safe and secure condition at the completion of each work day. A duty is imposed on the Contractor to monitor local weather conditions, weather bulletins and base closure information in the local media. The Contractor must contact the Contract Administrator with a report of conditions adversely affecting the construction site.

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#### H-9 IMPLEMENTATION OF WARRANTY OF CONSTRUCTION

(a) Any manufacturer's guarantees which extend beyond or in addition to the normal one year guaranty required by contract clause FAR 52.246-21 shall be furnished to the Government in their entirety, including names of vendors responsible for servicing said warranties.

(b) The following paragraph is applicable if this contract requires any painting whatsoever:

If painted surfaces blister, peel, scale, become loose, effloresce, chalk, mildew, or otherwise show defective paint surfaces, the Government shall notify the Contractor in writing within a reasonable time after discovery. The Contractor shall prepare, prime, and repaint those surfaces in accordance with applicable paragraphs of the contract. Repainting shall be carried to natural stopping points such as corners, offsets, points of change of masonry to wood trim, and upward to eaves or ceilings, and downward to ground or floor level, in order that the entire wall will have an even texture. Where the surface to be repainted is a wood surface, the repainting shall be applied to the entire wood surface up to the edge of trim or to eaves, as applicable, in order that the repainted surface shall have an even texture. The contractor shall save harmless the Government against any and all liability and compensate private individuals for damage to their personal property caused directly or indirectly by negligent conduct including over spraying but not limited thereto. Furthermore, the Contractor shall post warning signs within the area where paint is being applied which gives notice that no party should park within the danger area. The location, size and lettering of the signs shall be as approved by the Contracting Officer.

(c) The above stated painting requirement and its effective period will be subject to the provisions of the Warranty of Construction as set forth in FAR 52.246-21.

(d) Prior to final acceptance of the work covered by this contract, the Contractor shall furnish in writing to the Contracting Officer a list of all items of equipment furnished. This list will include:

- (1) Nomenclature of each item, type or serial number, and the name and address of the manufacturer;
- (2) Cost;
- (3) Period of guarantee; (IV) name, telephone number and address of the subcontractor or supplier; and (v) name, telephone number and address of the service agency that will be responsible for service in event of failure or malfunction. This list will be accompanied by applicable guarantee documents.

(e) To prevent delays and inconveniences to the Government and to insure that equipment will be promptly serviced, the contractor shall make service arrangements with agencies located in the vicinity of the contract work.

(f) The Contracting Officer will furnish the prime Contractor the name of the office that will represent the Government regarding guarantee conditions hereunder.

(g) The Contractor, at its expense, shall furnish and affix a decal or tag, as may be directed, to each piece of equipment covered by guarantee. The decal or tag will indicate the serial number of the equipment, guarantee period, contract number and name of Contractor. Such decal or tag shall be affixed where directed by the Contracting Officer.

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#### H-10 INSPECTION AND SURVEILLANCE

The Director, Civil Engineering, Eglin Air Force Base, Florida, is designated as the representative of the Contracting Officer for the purpose of surveillance and inspection of performance of work under this contract. This designation does not include authority to direct or authorize the Contractor to make changes in the scope or terms of the contract without the written authority of the Contracting Officer. The contractor shall notify the Construction Management Branch, 96 CEG/CEOM (telephone 882-2864) at least 24 hours in advance of the date work will commence under this contract; contractor shall also notify that office at earliest possible time of anticipated absence(s) from the job site.

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#### H-11 INSURANCE CLAUSE IMPLEMENTATION

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified in FAR Sub Part 28.3.

\*\*\* In addition to the minimum insurance requirements specified above this contract requires additional property liability coverage in the amount of \$2,000,000.00 to cover any damage to electronic equipment or furnishings caused by the Contractor. The policy shall be submitted to the Contracting Officer before the start of any work. \*\*\*

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#### H-12 MEDICAL INFORMATION

The name of the Contractor's physician(s) and preferred hospital (for use in the event of industrial injury of employees) shall be posted by the Contractor at the site of the work in a prominent place where it can easily be seen by the workers. This information shall also be furnished to the Director of Base Medical Services, 96 MDG/SG, and Eglin AFB FL 32542-5300.

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#### H-13 ON-BASE PERFORMANCE

(a) Work on this project shall be accomplished during normal hours, which are 7:00 AM to 3:30 PM, Monday through Friday, except legal holidays. Any work desired to be accomplished during other than the normal hours will require prior approval of the Contracting Officer. The Contractor must submit a written request to the Contracting Officer.

(b) The Contractor's performance may be interrupted from time to time because of high priority mission schedules. For each calendar day and/or portion of a calendar day that the contractor is removed from the job site, the contract schedule will be adjusted by one (1) calendar day.

(c) If a building remains occupied throughout construction, special provisions apply as follows:

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#### H-14 SALVAGE MATERIALS

(a) All items of Government property indicated on the drawings or in the specifications to be removed and disposed of by the contractor shall become the property of the contractor and shall be removed promptly from the Eglin AFB Reservation and legally disposed of EXCEPTIONS will be given by each Task Order.

(b) Contractors are encouraged to recycle salvage materials when possible. Contact the Eglin Recycling Center, 850-882-7744, for assistance.

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H-15 SUPERINTENDENT

Upon notification of award, the Prime Contractor shall identify a superintendent and alternate for this contract and job site. The full name, home address, SSN#, date of birth, state driver's license #, days/hours of access required, and consent to a background check for security purposes of each such employee shall be required. The Prime Contractor's superintendent and/or alternate shall be accountable for all individuals allowed onto the installation. The likelihood of a potential employee meeting all security requirements and being granted authorization to access the base should be considered in all hiring and subcontracting decisions. The U.S. Air Force will not be responsible or liable for any costs or delays that a contractor incurs due to a contractor's employee being denied access to Eglin AFB. The Superintendent and/or alternate shall be responsible for collecting badges/PVC cards from all employees upon completion of the project/contract or termination of service. Prior to final payment approval, the Superintendent shall provide a company letter stating that all Eglin AFB access badges issued in the performance of this contract have been properly turned into the 96 Security Forces Squadron (SFS). This letter must have some type of validation from the 96 SFS badging office employee either by stamp or signature.

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H-16 UTILITIES

The Contracting Officer shall specify per Task Order whether electric and water utilities will be available for contractor use.

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H-17 UTILITY OUTAGES

Contractor shall notify the Contracting Officer's Representative (COR) in writing two weeks prior to any utility outage anticipated during the performance of this contract.

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H-18 VERIFICATION OF UTILITY LINES

Once utility lines are flagged or spotted by the proper approving utilities authority, it is the Contractor's responsibility to verify the utility location and depth. The Contractor will be responsible for repairing any broken lines that might occur during the digging process. See clause H-22 for special procedures and requirements for repairs of communications cyber infrastructure repair procedures.

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H-19 WARNING - HAZARDOUS CONDITIONS AT SITE

(a) Notice to Contractor. The site, entrance routes, or adjacent areas to the site at which you and your employees and your subcontractors will be working have been used by the Air Force as an ammunition test range. There exists a possible danger to person and property from unexploded weapons in and on the ground. Live bombs, missiles, and other explodable ordnance material may be embedded or partially embedded in the trees or soil. In no event should you or your employees, or your subcontractors or their employees, attempt to remove or otherwise tamper with such material or objects. Removal of such items from the site by unauthorized personnel is considered misappropriation of Government property and may be subject to penalties under law. However, of more importance is the potentially serious or fatal injury to the individual.

(b) Agreement. The Contractor agrees that if, during the performance of work under this contract, its employees, or subcontractors or their employees should encounter any of these munitions, or other unidentifiable objects which resemble ordnance material he will stop work in the immediate area, report such encounter to the Range Operations Control Center (CROCC) at phone number (850) 882-5800 which is manned 24 hours daily and then to the Government Inspector by the most expeditious method, and proceed as directed. The Contractor further agrees to cause warning to be brought to the attention of each of its employees, and to each subcontractor and its employees who will be working at the site.

## (c) Procedures for Assuring Safety

(1) A poster describing the various items discussed above will be furnished to the Contractor at the preconstruction briefing. The Contractor shall display this poster in a prominent place at the construction site, readily available for inspection by all personnel.

(2) At the conclusion of the preconstruction briefing the Contractor will be required to signify on an appropriate form that the existence of hazardous munitions items has been discussed. The form will also indicate that the contractor agrees to brief all employees and subcontractors, and will require all subcontractors to brief their employees on the content of this clause.

(3) The Contractor agrees to include the warning and briefing requirements of this clause in all subcontracts.

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## H-20 WEATHER DELAYS

The Anticipated Normal Weather Delay Schedule shown below is developed by month for this geographic location using National Oceanic and Atmospheric Administration (NOAA) and similar Weather Averaging System data for the project's general location. The Government has included additional time in the allowed performance period using this data. (The basic performance period allows seven calendar days for every five-day working days assuming based on working Monday through Friday. The contractor's progress schedule must take these anticipated adverse weather delays into account in all weather-dependent activities to ensure timely completion of the job.

## MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON A 5-DAY WORKWEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	5	3	3	5	8	6	5	3	4	5

Upon acknowledgement of Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on his Daily Report (96 TW Form 3), the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent or more of the Contractor's scheduled workday and must cause a delay in the work activities critical to contract completion. In order to obtain relief from contract schedule requirements, the Contractor will have to demonstrate not only that the anticipated amount of weather delay was exceeded by actual weather interruption, but also that reasonable efforts were made to compensate for such excess interruptions through changes in work hours, changes in the planned sequence of work, increased concurrent activities, or other available measures. Contemporaneous documentation of such efforts and prompt coordination thereof with government inspectors is encouraged (see below).

In the event that all reasonable effort to complete the required performance on schedule fail and it is determined that excessive inclement weather was the cause of that failure, the Contractor may request extension of the project performance period for any weather delays suffered because of adverse weather beyond the number day indicated on the chart. The number of workdays of delay added to the schedule shall be converted to calendar days by adding the appropriate number of weekend days associated with that number of workdays.

(a) Adverse weather days will not be granted for other than normal workdays that the Contractor requested to work solely for the Contractor's convenience to meet the contract performance period.

(b) Any extensions to the contract because of change orders will have the normal adverse weather days figured into the extension period.

(c) If the contract dictates an alternate performance period other than a normal Monday through Friday five-day workweek, an extension will be considered based on the contract requirement for a workday.

Upon the request of the Contractor made within one workweek after the relevant events, the government inspector will review the Contractor's documentation of weather delays and circumstances relevant to the availability of work around and promptly confirm or dispute the Contractor's conclusions in writing to the Contractor and the Contracting Officer. If the Contractor requests an adjustment to the contract schedule based on the government inspector's review, the contractor shall notify the Contracting Officer in writing and provide relevant information and recommendations regarding the request. The Contracting Officer shall determine whether the request should be promptly granted, deferred pending determination of cumulative weather effects during the contract performance period, denied, or some combination thereof. The reason for any deferral or denial will be simultaneously communicated to the Contractor in writing.



The findings of the Contracting Officer shall be final and conclusive subject to appeal under the Disputes clause. Upon any extension, the Contractor shall immediately submit to the Contracting Officer a revised progress schedule to meet the revised performance period.

H-21 ACCESS TO EGLIN AIR FORCE BASE

(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 must submit in writing to the designated Contract Specialist or Contracting Officer a request for all personnel needing access to Eglin AFB and associated sites. The Government will provide a memorandum template to the Contractor for the submission of all badges/passes. The memorandum is required regardless of the length of visit. The Contractor shall input the following information into the template:

FROM: Input Company Name, Address, and Point of Contact

Paragraph 1: The following individuals require access to (Eglin AFB) to perform official duties at: Indicate what area you will need access (A) Eglin main base; (B) Duke Field; (C) Ranger Camp; (D) Range Road and (E) 7th SFG. Their duties will include (Input Project Title). All work will begin on (Input work start date) and will be accomplished by (Input work end date). The contract number (Input contract number).

Paragraph 4: Complete the table providing the names/Days/Hrs of Access/Full SSN/Date of Birth /Driver's License #/State of employees and subcontractor employees needing access to the base.

\*\*\*NOTE: DO NOT USE NICKNAMES WHEN LISTING PERSONNEL. FOR EXAMPLE, DO NOT USE "BILL" IF THE INDIVIDUAL'S LEGAL NAME IS "WILLIAM".\*\*\*

The Contracting Officer or Contracting Specialist will endorse request and then send it to Security Forces via email for processing into the Security Forces database.

Anticipate a three-five business day lead time for Security Forces to process the documents and conduct the required background check. Contractors should submit its requests for badge/passes in a timely manner so as not to delay or impede project progress. Once the background check is complete, a copy will be returned to the POC listed on the envelope. The prime contractor can provide paperwork for their subcontractor(s) and submit as many documents per envelope as necessary.

(c) When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate and social security card to obtain a vehicle pass. All deliveries to contractor work sites on Eglin AFB main base must go through the North Gate, located off SR-85 South. Trucks trying to enter the East, West or the Northwest (old ACC) gate will be turned around and told to use the North Gate. Contractors' work trucks carrying equipment and tools are also required to use the North Gate.

(d) 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. A new access badge will not be issued when the old/expired badge is not returned to Security Forces. Any lost badges have to be explained in writing using a company letter head, and signed by an authorized company representative. The lost badge letter must be sent to the Contract Specialist and then signed by the Contract Specialist or Contracting Officer, and then the letter will be sent to Security Forces for their review. After Security Forces has the letter a new badge may be issued.

(e) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management citing the appropriate paragraphs as applicable.

(f) 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.

(g) Failure to comply with these requirements may result in withholding of final payment.

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## H-22 COMMUNICATIONS CYBER INFRASTRUCTURE REPAIR PROCEDURES

### NOTE:

\*\*\*All temporary and/or permanent repairs made shall be accomplished by the repairing agency at no further cost to the government. Repairs shall be IAW all applicable industry and local standards, whichever is more stringent. \*\*\*

1.1 Temporary Repair Actions - Temporary repairs shall be initiated within 12 hours of reported/identified damage. All circuits (pairs, strands, etc...) must be restored to full mission capability within 24 hours. Temporary repairs shall not be considered a permanent repair fix action.

a. The repairing agency shall provide 24 hour/7 day a week on-call maintenance service for temporary repairs until all permanent repairs have been completed and accepted by the 96 CS/SCOW Branch Chief or 96 CS designated representative.

1.2 Permanent Repair Actions - All fiber optic and copper communications cyber infrastructure shall be restored to its original state prior to damage for all permanent repairs. At a minimum, all damaged communications cyber infrastructure shall be replaced regardless of distance and/or cost incurred, to the closest pre-existing, splice/terminal locations. New or additional splices shall not be allowed for permanent repairs without written approval from the 96 CS/SCOW Branch Chief or 96 CS designated representative.

a. The repairing agency shall provide a Statement of Work (SOW), Test Plan and Product Submittals for all proposed permanent repair solutions within 5-business days from date of reported damage to 96 CS/SCOW for written approval prior to beginning any permanent repairs.

### NOTES:

\*\*\*Maximum known distances between existing fiber optic cable splice points is up to 17K feet\*\*\*

\*\*\*Maximum known distances between existing copper cable splice points is up to 5K feet\*\*\*

\*\*\*Polymer type maintenance holes and/or handholes shall not be used for supporting communication cyber infrastructure on EAFB\*\*\*

\*\*\*\*\*

## H-23 SECURITY REQUIREMENTS - PERSONNEL

1. Work under this contract is restricted to U.S. citizens.

2. The request for personnel passes shall be accompanied with the following certification:

"I hereby certify that all personnel on this list are either born U.S. citizens, naturalized U.S. citizens with the naturalization number shown."

Signature/Firm Name

3. Documents Acceptable for Proof of Citizenship:

- a. Birth registration card
- b. Certificate of live birth, birth certificate
- c. Certificate of Naturalization
- d. Certificate of registration
- e. DD-214 (Must Cite Birthplace)
- f. DD Form 4 (Contract for Enlistment and Must Cite Birthplace)
- g. DD 1966 (Application for Enlistment)
- h. Military discharge papers (must cite birthplace)
- i. Delayed birth certificate
- j. Hawaii certificate of foreign birth
- k. Hospital birth certificate
- l. Marriage license certificate
- m. Merchant marine certificate
- n. Military officer ID card
- o. Notification of birth registration
- p. State of Hawaii ID card
- q. USA passport

r. Verbal inquiry with State of Hawaii Vital Statistics Office

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## Section I - Contract Clauses

### FAR Clauses Incorporated By Reference

Number	Title	Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation	2017-01
52.204-16	Commercial and Government Entity Code Reporting	2016-07
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	2018-10
52.211-12	Liquidated Damages-Construction	2000-09
52.222-26	Equal Opportunity	2015-09
52.222-35	Equal Opportunity for Veterans	2015-10
52.222-36	Equal Opportunity for Workers with Disabilities	2014-07
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	2010-12
52.222-50	Combating Trafficking in Persons	2019-01
52.227-4	Patent Indemnity-Construction Contracts	2007-12
52.228-15	Performance and Payment Bonds-Construction	2010-10
52.232-5	Payments Under Fixed-Price Construction Contracts	2014-05
52.232-8	Discounts for Prompt Payment	2002-02
52.232-11	Extras	1984-04
52.232-32	Performance-Based Payments	2012-04
52.236-21	Specifications and Drawings for Construction	1997-02
52.236-26	Preconstruction Conference	1995-02
52.246-21	Warranty of Construction	1994-03
52.248-3	Value Engineering-Construction	
2015-10		
52.249-2 Alt. 1	Termination for Convenience of the Government	1996-09

### DFARS Clauses Incorporated By Reference

Number	Title	Effective Date
252.208-7000	Intent to Furnish Previous Metals as Government-Furnished Material	1991-12
252.225-7048	Export-Controlled Items	2013-06
252.236-7000	Modification Proposals-Price Breakdown	1991-12

### FARS Clauses Incorporated By Full Text

#### Bid Guarantee (Sep 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --
- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

### DFARS Clauses Incorporated By Full Text

#### 252.201-7000 Contracting Officer's Representative 1991-12

As prescribed in 201.602-70, use the following clause: (a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement

and authorized in writing by the contracting officer to perform specific technical or administrative functions. (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

## FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	2013-11
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
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2010-10
52.203-13	Contractor Code of Business Ethics and Conduct.	2015-10
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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	2011-05
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
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.204-22	Alternative Line Item Proposal.	2017-01
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
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	2016-02
52.215-2	Audit and Records-Negotiation.	2010-10
52.215-8	Order of Precedence-Uniform Contract Format.	1997-10
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	2011-08
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	2011-08
52.215-12	Subcontractor Certified Cost or Pricing Data.	2010-10
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.	2010-10
52.215-23	Limitations on Pass-Through Charges.	2009-10
52.219-6 Deviation 2019-O0003	Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003)	2011-11
52.219-8	Utilization of Small Business Concerns.	2018-10
52.219-13	Notice of Set-Aside of Orders.	2011-11
52.219-14 Deviation 2019-O0003	Limitations on Subcontracting (DEVIATION 2019-O0003)	2017-01
52.222-3	Convict Labor.	2003-06
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	2018-03
52.222-6	Construction Wage Rate Requirements.	2018-08
52.222-7	Withholding of Funds.	2014-05
52.222-8	Payrolls and Basic Records.	2018-08

52.222-9	Apprentices and Trainees.	2005-07
52.222-10	Compliance with Copeland Act Requirements.	1988-02
52.222-11	Subcontracts (Labor Standards).	2014-05
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards.	1988-02
52.222-15	Certification of Eligibility.	2014-05
52.222-21	Prohibition of Segregated Facilities.	2015-04
52.222-27	Affirmative Action Compliance Requirements for Construction.	2015-04
52.222-37	Employment Reports on Veterans.	2016-02
52.222-41	Service Contract Labor Standards.	2018-08
52.222-54	Employment Eligibility Verification.	2015-10
52.222-55	Minimum Wages Under Executive Order 13658.	2015-12
52.222-62	Paid Sick Leave Under Executive Order 13706.	2017-01
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.	2013-09
52.223-5	Pollution Prevention and Right-to-Know Information.	2011-05
52.223-6	Drug-Free Workplace.	2001-05
52.223-15	Energy Efficiency in Energy-Consuming Products.	2007-12
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	2018-08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2011-08
52.223-21	Foams.	2016-06
52.225-1	Buy American-Supplies	2014-05
52.225-13	Restrictions on Certain Foreign Purchases.	2008-06
52.227-1	Authorization and Consent.	2007-12
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2007-12
52.228-2	Additional Bond Security.	1997-10
52.228-11	Pledges of Assets.	2018-08
52.228-12	Prospective Subcontractor Requests for Bonds.	2014-05
52.228-14	Irrevocable Letter of Credit.	2014-11
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-17	Interest.	2014-05
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
52.236-17	Layout of Work.	1984-04
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-1 Alternate I	Changes-Fixed-Price. - (Alternate I)	1987-08
52.243-4	Changes.	2007-06
52.244-6	Subcontracts for Commercial Items.	2019-01
52.246-23	Limitation of Liability.	1997-02
52.249-2	Termination for Convenience of the Government (Fixed-Price).	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
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2016-10
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2016-05
252.205-7000	Provision of Information to Cooperative Agreement Holders	1991-12
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2015-10
252.211-7007	Reporting of Government-Furnished Property.	2012-08
252.215-7002	Cost Estimating System Requirements.	2012-12
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2010-12
252.223-7004	Drug-Free Work Force.	1988-09
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
252.225-7012	Preference for Certain Domestic Commodities.	2017-12
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	2011-06
252.225-7048	Export-Controlled Items.	2013-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2004-09
252.227-7000	Non-Estoppel.	1966-10
252.227-7015	Technical Data--Commercial Items.	2014-02
252.227-7033	Rights in Shop Drawings.	1966-04
252.232-7010	Levies on Contract Payments.	2006-12
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	2013-05
252.236-7005	Airfield Safety Precautions.	1991-12
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.	2013-06
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

### 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. 2010-10

As prescribed in 15.408(m), insert the following clause: Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Oct 2010) (a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office. (ii) Information on modifications of contracts or subcontracts for commercial items. (A) If- (1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract

or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item. (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities. (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market. (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace. (b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies: (1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I. (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **52.219-28 Post-Award Small Business Program Rerepresentation. 2013-07**

As prescribed in 19.309(c), insert the following clause: Post-Award Small Business Program Rerepresentation (Jul 2013) (a) Definitions. As used in this clause- Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority. Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity. (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following: (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract. (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter. (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>. (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees. (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update. (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause. (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed: The Contractor represents that it  is,  is not a small business concern under NAICS Code \_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title]. (End of clause)

#### **52.225-9 Buy American-Construction Materials. 2014-05**

As prescribed in 25.1102(a), insert the following clause: Buy American-Construction Materials (May 2014) (a) Definitions. As used in this clause- Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction



material) that is- (i)A commercial item (as defined in paragraph (1) of the definition at FAR 2.101); (ii)Sold in substantial quantities in the commercial marketplace; and (iii)Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (2)Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material. Cost of components means- (1)For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2)For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material. Domestic construction material means- (1)An unmanufactured construction material mined or produced in the United States; (2)A construction material manufactured in the United States, if- (i)The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or (ii)The construction material is a COTS item. Foreign construction material means a construction material other than a domestic construction material. United States means the 50 States, the District of Columbia, and outlying areas. (b)Domestic preference. (1)This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause. (2)This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None [Contracting Officer to list applicable excepted materials or indicate none] (3)The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that- (i)The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent; (ii)The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or (iii)The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. (c)Request for determination of inapplicability of the Buy American statute. (1) (i)Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including- (A)A description of the foreign and domestic construction materials; (B)Unit of measure; (C)Quantity; (D)Price; (E)Time of delivery or availability; (F)Location of the construction project; (G)Name and address of the proposed supplier; and (H)A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause. (ii)A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. (iii)The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued). (iv)Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination. (2)If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause. (3)Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute. (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers: | || Foreign and Domestic Construction Materials Price Comparison || || || Construction Material Description || Unit of Measure || Quantity || Price (Dollars)\* || || || Item 1: || || || || || Foreign construction material || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ || || || Domestic construction material || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ || || || || || || || || || Item 2: || || || || || Foreign construction material || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ || || || Domestic construction material || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ || || [List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).] | (End of clause)

## 52.232-27 Prompt Payment for Construction Contracts. 2017-01

As prescribed in 32.908(b), insert the following clause: Prompt Payment for Construction Contracts (Jan 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902

of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.) (a) Invoice payments-

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows: (i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project. (A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14 thday after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements. (B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor. (ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract). (A) The due date for making such payments is the later of the following two events: (1) The 30 thday after the designated billing office receives a proper invoice from the Contractor. (2) The 30 thday after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement. (B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements. (2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs(a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner. (i) Name and address of the Contractor. (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.) (iii) Contract number or other authorization for work or services performed (including order number and line item number). (iv) Description of work or services performed. (v) Delivery and payment terms (e.g., discount for prompt payment terms). (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment). (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice. (viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts. (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT. (xi) Any other information or documentation required by the contract. (3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs(a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty. (i) The designated billing office received a proper invoice. (ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount. (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor. (4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part1315. (i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities. (ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims

involving disputes, and any interest that may be payable in accordance with the clause at FAR52.233-1, Disputes. (5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part1315. (6)Additional interest penalty. (i)The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part1315 in addition to the interest penalty amount only if- (A)The Government owes an interest penalty of \$1 or more; (B)The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and (C)The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid. (ii) (A)The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall- (1)Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required; (2)Attach a copy of the invoice on which the unpaid late payment interest was due; and (3)State that payment of the principal has been received, including the date of receipt. (B)If there is no postmark or the postmark is illegible- (1)The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or (2)If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made. (b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause. (c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following: (1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract. (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause- (i)For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii)Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty. (3) Subcontractor clause flowdown. A clause requiring each subcontractor to- (i)Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs(c)(1) and (c)(2) of this clause in each of its subcontracts; and (ii)Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. (d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that- (1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond; (2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and (3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if- (i)A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and (ii)The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause. (e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall- (1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment; (2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause; (3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause; (4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and- (i)Make such payment within- (A)Sevendays after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or (B)Sevendays after the Contractor recovers such funds from the Government; or (ii)Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty; (5) Notice to Contracting Officer. Notify the Contracting Officer upon- (i)Reduction of the amount of any subsequent certified application for payment; or (ii)Payment to the subcontractor of any withheld amounts of a progress payment, specifying- (A)The amounts withheld under paragraph (e)(1) of this clause; and (B)The dates that such withholding began and ended; and (6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C.3903(c)(1)), from the 8 thday after receipt of the withheld amounts from the Government until- (i)The day the identified subcontractor performance deficiency is corrected; or (ii)The

date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause. (f) Third-party deficiency reports- (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause. (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall- (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty. (g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying- (1) The amount to be withheld; (2) The specific causes for the withholding under the terms of the subcontract; and (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld. (h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount. (i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute. (j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor. (k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty. (l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); (ii) Affected contract number and delivery order number if applicable; (iii) Affected line item or subline item, if applicable; and (iv) Contractor point of contact. (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer. (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):     http://farsite.hill.af.mil     [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     DFAR    . [insert regulation name] (48 CFR     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

**252.232-7013 Performance-Based Payments Deliverable-Item Basis. 2014-04**

As prescribed in 232.1005-70(b), use the following clause: PERFORMANCE-BASED PAYMENTS-DELIVERABLE-ITEM BASIS (APR 2014) (a) Performance-based payments shall form the basis for the contract financing payments provided under this contract and shall apply to Contract Line Item Numbers (CLIN(s)) \_\_0001-0002\_\_ [Contracting Officer insert applicable CLIN(s)]. The performance-based payments schedule (Contract Attachment \_\_\_\_ ) describes the basis for payment, to include identification of the individual payment events, CLINs to which each event applies, evidence of completion, and amount of payment due upon completion of each event. (b)(i) At no time shall cumulative performance-based payments exceed cumulative contract cost incurred under CLIN(s) \_\_0001-0002\_\_ [Contracting Officer insert applicable CLIN(s)]. To ensure compliance with this requirement, the Contractor shall, in addition to providing the information required by FAR 52.232-32, submit supporting information for all payment requests using the following format: | Current performance-based payment(s) event(s) addressed by this request: || Contractor shall identify || Amount || Totals || (1a) Negotiated value of all previously completed performance-based payment(s) event(s); || \_\_\_\_ || \_\_\_\_ || (1b) Negotiated value of the current performance-based payment(s) event(s); || \_\_\_\_ || \_\_\_\_ || (1c) Cumulative negotiated value of performance-based payment(s) event(s) completed to date (1a) + (1b); || \_\_\_\_ || \_\_\_\_ || (2) Total costs incurred to date; || \_\_\_\_ || \_\_\_\_ || (3) Enter the amount from (1c) or (2), whichever is less; || \_\_\_\_ || \_\_\_\_ || (4) Cumulative amount of payments previously requested; and || \_\_\_\_ || \_\_\_\_ || (5) Payment amount requested for the current performance-based payment(s) event(s) (3) - (4). || \_\_\_\_ || \_\_\_\_ | (ii) The Contractor shall not submit payment requests more frequently than monthly. (iii) Incurred cost is determined by the Contractor's accounting books and records, which the contractor shall provide access to upon request of the Contracting Officer for the administration of this clause. (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 || \_\_Renovate Building 886\_\_ || File || \_\_Drawings\_\_ || Drawing No. || \_\_FTFA-17-1100\_\_ | (End of clause)

## Section J - List of Attachments

Attachment 12-Revised SPEC 13 34 19 Engineered Canopy System 8 July 2019

Number	Attachment Name	Attachment Description	Reference Identifier	Date	URL	Line Item
01	Attachment 1-Statement of Work	Statement of Work		14 AUG 2018		
02	Bldg 886 Drawings	Drawings		30 JUL 2018		
03	Specifications	Specification		30 JUL 2018		
04	Wage Determination	Wage Determination		04 JAN 2019		
06	Past Performance Questionnaire	Past Performance Questionnaire		03 APR 2019		
08	Financial Responsibility Questionnaire	Financial Responsibility Questionnaire		03 APR 2019		
09	50 Div Cost	50 Divisional Cost Estimate Worksheet		01 JUL 2019		
10	Attachment 10-Updated BLDG. 886 Drawings 8 July 2019	Drawings		08 JUL 2019		
11	Revised Section 28 31 64.00 10 Fire Detection and Alarm Spec 8 July 2019	Specification		08 JUL 2019		
12	Attachment 12-Revised SPEC 13 34 19 Eng Canopy Sys 8 July 2019	Specification		08 JUL 2019		

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

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2007-09
52.204-16	Commercial and Government Entity Code Reporting.	2016-07
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

#### 52.209-7 Information Regarding Responsibility Matters. 2018-10

As prescribed at 9.104-7 (b), insert the following provision: Information Regarding Responsibility Matters (Oct 2018) (a) Definitions. As used in this provision- Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. Federal contracts and grants with total value greater than \$10,000,000 means- (1)The total value of all current, active contracts and grants, including all priced options; and (2)The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). (b)The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000. (c)If the offeror checked has in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information: (1)Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions: (i)In a criminal proceeding, a conviction. (ii)In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more. (iii)In an administrative proceeding, a finding of fault and liability that results in- (A)The payment of a monetary fine or penalty of \$5,000 or more; or (B)The payment of a reimbursement, restitution, or damages in excess of \$100,000. (iv)In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision. (2)If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence. (d)The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7). (End of provision)

#### 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. 2018-10

As prescribed at 9.104-7 (c), insert the following clause: Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (a)The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>. (b)As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments- (1)The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by- (i)Government personnel and authorized users performing business on behalf of the Government; or (ii)The Contractor, when viewing data on itself; and (2)The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for- (i)Past performance reviews required by subpart 42.15; (ii)Information

that was entered prior to April 15, 2011; or (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause. (c) The Contractor will receive notification when the Government posts new information to the Contractor's record. (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS. (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them. (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600. (End of clause)

## 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 || \_\_15.4%\_\_ || \_\_6.9%\_\_ || [ Contracting Officer shall insert goals] || [ Contracting Officer shall insert goals] | 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 \_\_Eglin AFB, Okaloosa County, Florida\_\_ [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)



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

### PROPOSAL PREPARATION INSTRUCTIONS

#### 1.0 GENERAL INSTRUCTIONS.

##### 1.1 General Information

1.1.1 The offeror's proposal must include all data and information requested by these Instructions to Offerors and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Specifications and Solicitation. Non-conformance with the instructions provided in these Instructions to Offerors may result in an unfavorable proposal evaluation or rejection of an offer.

1.1.2 The proposal acceptance period is specified in Block 13, SF 1442, of this solicitation. By signing block 20B of the SF 1442, the offeror certifies that the proposal is valid from the due date and time listed in block 13A through the entire period specified in block 13D.

1.1.3 All referenced documents for this solicitation are available on the Federal Business Opportunities website at <http://www.fedbizopps.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

1.1.4 The Government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such revisions or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted in Federal Business Opportunities website ([www.FBO.gov](http://www.FBO.gov)). If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors MUST acknowledge all amendments in their proposal, either by completing SF 1442 Block 18, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

1.1.5 The Contracting Officer listed below is the Government's sole point of contact authority for this acquisition. Address any questions or concerns you may have to the Contracting Officer. Written requests for clarification may be sent to the Contracting Officer and Contracting Specialist at the following email addresses:

MSgt Duran Chapman, [duran.chapman@us.af.mil](mailto:duran.chapman@us.af.mil)  
Brianna Miller, [brianna.miller.3@us.af.mil](mailto:brianna.miller.3@us.af.mil)

1.1.6 In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

1.1.7 Debriefings. The Contracting Officer will promptly notify offerors of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post award debriefing. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The Contracting Officer will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

1.1.8 Discrepancies. If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well as the remedies the offeror is asking the Contracting Officer to consider as related to the omission or error. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

1.1.9. The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate

price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

1.1.10 Who Can Participate. Proposals may only be submitted by Small Business firms with an Industrial Classification System Code (NAICS) of 236220. At the time of initial contract offer and at time of award, each business must be a small business. In order to submit an offer on a contract, each business concern in a teaming agreement must be a small business under the designated NAICS size standard, and must also be small when combined in the aggregate of all teaming affiliates.

## 2.0 SPECIFIC INSTRUCTIONS

2.1 The following instructions are to aid in the evaluation process.

Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office designated in this solicitation by the time specified in this solicitation. Contractors shall submit proposals electronically to the Government as described in the following paragraphs.

Proposal Format: Offerors shall submit their proposals in electronic format via email or via the Army SAFE site to the points of contact (POC) listed below. The electronic copies of the proposal shall be submitted in a format readable and usable by Microsoft Office 2013 (MS Word, MS Excel, and PowerPoint) or PDF format viewable with standard Adobe Acrobat Reader X. Hidden fields, comments, macros, etc. shall be omitted, and read passwords on files shall not be used. The files shall be consistent and uniformly named to allow for easy distinction between required proposal submissions. Inclusion of company name or abbreviation is acceptable. No picture shots of MS Excel spreadsheets shall be included. All MS Excel spreadsheets and formulas shall be accessible for review if submitted.

Email submission:

a) The subject line of all emails that comprise the proposal shall be formatted as follows:

Subject: FA282319RA012/Company Name/Email X of X (insert number of the email and total number of emails)

b) File Size: Individual emails shall not exceed 4MB in size. Offeror shall submit multiple emails as necessary to stay under the 4MB limit. Failure to stay under this limit may cause a rejection of the email.

Submission via Army SAFE:

Contractors may submit proposals electronically to the Government via the Army SAFE site (<https://safe.arl.army.mil/>). All documents other than MS Excel Worksheets must be submitted must be saved in .pdf format, and shall follow the instructions in 2.1.4 below. Title of the documents should include the offerors CAGE code (i.e., "Vol 1 Tech Proposal CAGE#").

Points of Contact for Proposal Submissions:

duran.chapman@us.af.mil  
brianna.miller.3@us.af.mil

Submission of Bid Guarantee:

An electronic copy of the bid guarantee shall be submitted with the electronic proposal. Offerors shall submit a hard copy of the bid guarantee via mail or hand delivery. Offerors shall deliver or mail the bid guarantee no later than 3-business days after the date established for receipt of proposals. Mail or deliver to the address listed in Block 7 of the SF1442. Failure to submit a hard copy original of the bid guarantee may render the offer ineligible for award.

2.1.1 Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is "late" and will not be considered unless the Contracting Officer determines the criteria set forth in FAR 15.208 exists.

2.1.2 Proposals shall be complete, clearly presented, and include sufficient detail for effective evaluation as detailed in section M of this solicitation and for substantiating validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of the offeror's facilities and/or experience and will base its evaluation on the information presented in the offeror's proposal. Proposals shall be neat, indexed (cross-indexed as appropriate) and assembled in an orderly manner. Elaborate artwork, expensive paper/binding, and expensive visual and other presentation aids are neither necessary nor desired. Include only information that is relevant to this source selection.

### 2.1.3 Organization/Number of Copies/Page Limits.

#### 2.1.3.1 A complete proposal shall consist of three (3) volumes:

Volume I: Technical Proposal;

Volume II (a), Past Performance; Volume II (b), Signed Teaming Agreement (if applicable); and

Volume III, Price Proposal (Executed RFP Documents/Contractor Responsibility).

Specific guidance regarding the content of each volume will be discussed further below. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When Evaluation Notices (ENs) are necessary, the Government will issue them by electronic means to prospective offerors. Page limitations may be placed on responses to these ENs and such limitations will be provided at the time the EN is issued.

### 2.1.4 Page Size, Format and Limit

2.1.4.1 A page is defined as each face of an 8 1/2" X 11" sheet of paper containing information. Pages in excess of the maximum page limits defined below will be removed from the proposal and will not be evaluated. For the purposes of formatting, typing shall not be less than 10 pitch. Double-sided pages are acceptable and counted as 2 pages. Pages shall be numbered sequentially by volume.

Volume I - Technical Proposal: See paragraphs 2.2.3 and 2.2.4 for Page Limit/Format Criteria

Volume II (a) - Past Performance: See paragraph 2.3 for Page Limit/Format Criteria

Volume II (b) - Signed Teaming Agreement (required if proposing a teaming agreement): No Page limit

Volume III - Price Proposal (Executed RFP Documents/Contractor Responsibility): No Page Limit

2.1.4.2 All pages of each part shall be appropriately numbered and identified with the Request for Proposal (RFP) number. Pages in excess of the maximum will be removed from the proposal and will not be evaluated.

2.1.4.3 Cost of Pricing Related Data. All cost or pricing data shall be addressed ONLY in the Cost/Price Proposal Volume.

2.1.4.4 Indexing. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Indexing is not included in the page limitations.

2.1.4.5 Proposal Acceptance Period. The proposal acceptance period is specified in Block 13d of the Standard Form 1442 of the Solicitation.

### 2.2 Volume I - Technical Proposal.

Subfactor 1: Construction Progress Schedule: Prepare and submit a hard copy practicable construction progress schedule showing all necessary work elements to complete the project identified under this solicitation. The Contract Progress schedule must include all Options. At a minimum, the Contract Progress Schedule must include mobilization, submittals, demolition, major work elements by specification division (A major work element is defined as those elements identified in the specifications as a Division, e.g. Division 26 - Electrical.), final inspection, demobilization, and close-out documents. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period. The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable form. The AF Form 3064 (Contract Progress Schedule) may also be used for submission of this item. Offerors should only include the work elements necessary to complete the required work. This list is provided as a guide and is not all inclusive or exclusive. It is the offeror's responsibility to identify all necessary work elements.

Each offeror's progress schedule must address the following:

- Identification of separate work elements
- Order of work elements to include project phasing
- Number of days for each work element

- Identification of Long Lead Time Materials (Long lead items such as major HVAC equipment, electrical equipment, pre-engineered buildings, etc. must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials).

- Identification of work elements in the critical path

The proposed schedule must include the activities which are consistent with those described within the project specifications and drawings and must not exceed the Government's maximum allowable performance period including Options (if any), as noted in FAR Clause 52.211-10. Typing shall not be less than 10 pitch. No Page Limit.

Offerors are encouraged to provide, as necessary, additional information to clarify their technical proposal. Additional information is limited to five (5) page, as defined at paragraph 2.1.4.2.1, and will be considered as part of their technical proposal. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal.

Failure to submit a Construction Progress Schedule will render the offer ineligible for award.

Subfactor 2: 50 Division Cost Estimate Worksheet - Offerors shall submit the 50 Division Cost Estimate Worksheet in accordance with the instructions listed below in paragraph 2.5.6 of Volume III, Price Proposal. Offer will be complete, accurate, and sufficiently detailed to demonstrate a clear technical understanding of the requirement. Evaluation of this area will be addressed under the Price Factor and the Technical Factor.

2.3 Volume II (a) --Past Performance Information. Offerors shall provide a maximum of five (5) total references on completed or current contracts (including Federal, State, local government and private) to demonstrate their ability to perform the proposed work as identified within the Specifications. The Government's evaluation of past performance information will take into account only past performance information regarding the prime contractor's relevant experience, or subcontractors that will perform major or critical aspects (See Teaming Agreements, para 2.4, when such information is relevant to the instant acquisition).

2.3.1 Provide a summary of the previous contracts described above, not to exceed 1 (one) page of past performance information per reference. The summary should explain what aspects of each contract are deemed recent and relevant as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e. aspects of previous projects should match work elements identified in the solicitation/specification). The summary should not exceed 1 (one) page per reference (maximum total of five (5) pages) and include:

- a) Name of project (Contract number, if applicable)
- b) Name and address of customer or Government agency
- c) Name, telephone, fax number and/or email of customer contact or contracting officer
- d) Dollar value
- e) Period of performance/Completion date
- f) Brief description of work performed, and why the effort is relevant
- g) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

2.3.2 RECENCY is defined as projects performed within the last six (6) years of the issue month of the solicitation. All references for work not performed within six (6) years of the issue month of the solicitation will not be evaluated.

2.3.3 RELEVANCY is defined as contracts involving:

- a) Projects involving the type of construction and work elements described in the attached Specifications. Renovate BLDG. 886, FTFA 17-1100.
- b) Cost within or exceeding project magnitude, as specified in Block 10 of the SF 1442 (RFP).

2.3.4 Past/Present Performance Questionnaires.

2.3.4.1 Offerors shall complete Attachment 6, Past Performance Questionnaire and mail, fax, or email the attached Past Performance Questionnaire to all past performance references and instruct them to return the completed questionnaire

directly to the individual indicated in paragraph 2.3.4.1.1 below by email. Evaluators are only allowed to use the Attachment 6, Past Performance Questionnaire. Past Performance Questionnaire submissions do not count against the page limits specified at para 2.1.4.2.1, Volume II (a). Altered or substituted questionnaires will not be evaluated. Also, Past Performance Questionnaires will only be accepted from Project Owners or their authorized representatives. Past Performance Questionnaires will not be accepted from Prime Contractors, Subcontractors, or Manufacturers. Offerors are responsible to ensure questionnaires are transmitted to their references, and to indicate which references the questionnaire was sent to (see paragraph 2.3.4.1.1 below).

2.3.4.1.1 Inform your references that they shall forward questionnaires directly to the Contracting Officer at the address below. Questionnaires must be received in the AFTC/PZIOC office not later than the closing date of the solicitation. Offerors are responsible for ensuring their references transmit the questionnaire to the Contracting Office to the below emails addresses:

brianna.miller.3@us.af.mil  
 duran.chapman@us.af.mil

2.3.4.2 In lieu of a Past/Present Performance Questionnaire, if a project is currently available in the Past Performance Information Retrieval System (PPIRS), the contractor shall attach the evaluation to the questionnaire with the relevant solicitation number and submit hardcopy, along with the rest of the proposal package, to the Contracting Office (AFTC/PZIOC) no later than the official closing date and time of the solicitation.

2.3.5 Lack of any past performance will not automatically disqualify an offeror. See Section M for how lack of past performance will be evaluated.

2.3.6 If the offeror claims there is no past performance, then that status must be identified to the Contracting Officer not later than the date and time proposals are due from all offerors.

2.3.7 The Government shall consider past performance information on contracts obtained from any other sources when evaluating the offeror's past performance.

2.3.8 If Teaming Agreements are contemplated, the teaming members must provide complete information as to relevant and recent past performance information on previous teaming agreements. If this is a first time teaming effort, each party to the teaming agreement must provide information on all relevant contracts as specified in paragraph 2.3.1. The maximum number of past performance references for the entire team shall not exceed a total of 10. See additional documentation requirements for Teaming Agreements in Volume II (b) paragraph 2.4 below.

2.4 Volume II (b) - Teaming Agreements (include only if applicable). Submit original and one (1) copy of signed Teaming Agreement.

2.4.1 If Teaming Agreements are contemplated they must comply with the appropriate Federal Regulations (13 C.F.R. Part 121 (Size Regulations), Part 124 (8(a) & SDB), Part 125 (Government Contracting Programs), and/or Part 126 (HUBZone). The Government will recognize the integrity and validity of contractor teaming agreements; provided, the agreements are identified and company relationships are fully disclosed in an offer. Teaming agreements will be incorporated into the contract. Failure to clearly define roles and/or provide a teaming agreement with a proposal shall make teaming agreements and related subcontractor past performance ineligible for evaluation and consideration of award. Teaming Agreements must provide the following information as part of their proposal, Volume II (b), not later than the date/time proposals are due:

2.4.1.1 Clearly establish roles of each party (who is prime and who is subcontractor, who is responsible for what tasks, contract administration, proposals, work management, etc.)

2.4.1.2 Provide for protection of competition-sensitive proprietary information (subcontractor past performance cannot be disclosed to the prime offeror without the subcontractor's consent). Provide a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor, only if it is being used as part of the past performance evaluation.

2.4.1.3 Identify each member's share of the prospective contract, 50/50, 51/49, etc.

2.4.1.4 Exclusivity. Assurance that the team member will not be replaced for the duration of the contract, any exceptions should be identified. Assurance that the team members are not teaming with another firm for the same procurement.

2.4.1.5 Statement of acknowledgement that the Prime Contractor is responsible for adhering to contract terms and conditions and daily management. The Prime Contractor is obligated to negotiate in good faith and responsible for conveying mandatory government terms and conditions to subcontractors.

2.4.1.6 The prime contractor shall remain fully responsible for contract performance, regardless of any teaming agreement between the prime contractor and its subcontractors.

2.4.1.7 At the time of initial contract offer and at time of award, each business must be a small business. In order to submit an offer on a contract, each business concern in a teaming agreement must be a small business under the designated NAICS size standard, and must also be small when combined in the aggregate of all teaming affiliates. Exception: Small businesses who are part of an SBA approved mentor and protege program in accordance with 13 CFR (S) 124.520 may submit an offer pursuant to 13 CFR (S) 121.103(h)(2)(iii).

## 2.5 Volume III - Price Proposal and Proposal Documents:

2.5.1 Submit the Standard Form 1442 and all pages originally included in the RFP.

2.5.2 Complete blocks 14, 15, 16, 17, 19, and 20a-c of the SF 1442, Solicitation, Offer, and Award. An authorized official of the firm submitting the offer must sign and date the SF 1442 in block 20a-c. (In doing so, the offeror accedes to the contract terms and conditions as written in the RFP, Sections A through K).

2.5.3 Insert proposed prices in Section B for each Contract Line Item.

2.5.4 Complete representations and certifications in Section K or the System for Award Management (SAM). Ensure that both the FAR and DFARS representations and certifications are completed.

2.5.5 Submit the Financial Reference Worksheet with the top portion only completed.

2.5.6 Price Proposal - Offerors shall provide a price breakdown for the project utilizing the 50 Division Cost Estimate Worksheet. Use the 50 Divisions Cost Estimate CSI\* Format tool to build your proposal. Offerors shall input the major work elements by specification division and provide pricing for those major work elements within each division sheet. The information from the division sheets may not be all inclusive. Offerors are allowed to include any missing items from each division and are allowed to fill in other divisions that are not listed in the prefilled division sheets. Offer will be complete, accurate, and sufficiently detailed to demonstrate a clear understanding of the requirement. Offeror's are cautioned not to utilize Lump Sum or Total Pricing when pricing each specification division. Failure to breakout major work elements within a specification division may result in an unfavorable evaluation. The burden of proof for credibility of proposed pricing rests with the offeror. Evaluation of this area will be addressed under the Price Factor and the Technical Factor.

2.6 Relationship between Instructions and Evaluation. Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all inclusive. Section M describes evaluation factors for award. The Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

2.7 Amendment of Solicitation Prior to Closing. The Government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such reservations or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted on the Federal Business Opportunities website ([www.fbo.gov](http://www.fbo.gov)). If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors MUST acknowledge all amendments in their proposal, either by completing SF 1442 Block 18, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

2.8 Questions. All questions regarding this solicitation must be submitted in writing. Any questions and subsequent answers will be posted to the Federal Business Opportunities website ([www.fbo.gov](http://www.fbo.gov)). It is the responsibility of the contractor to continuously monitor the site for updates. To mitigate the risks associated with the cancellation of this solicitation due to untimely submission of questions, all questions must be submitted to the individual(s) listed below no later than close of business 5 calendar days after the site visit. Any questions submitted after this period may not be answered.

Contract Specialist: Brianna Miller, [brianna.miller.3@us.af.mil](mailto:brianna.miller.3@us.af.mil)

## FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-7	System for Award Management.	2018-10
52.214-34	Submission of Offers in the English Language.	1991-04

52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	2014-05
52.232-28	Invitation to Propose Performance-Based Payments.	2000-03
52.232-31	Invitation to Propose Financing Terms.	2014-05

## 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

### 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. 2010-10

As prescribed in 15.408(l), insert the following provision: Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010) (a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable. (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office. (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities; (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace. (b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies: (1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I. (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR15.406-2.

### 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 \_\_Firm Fixed Price\_\_ [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 \_\_\_MSgt Duran Chapman\_\_\_. [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 one day 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: \_\_\_\_\_

#### 52.236-27 Alternate I Site Visit (Construction). - (Alternate I) 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. An organized site visit has been scheduled for- \_\_\_18 July 2019; 0900\_\_\_ (c) Participants will meet at- \_\_\_Building 886, Eglin AFB FL 32542\_\_\_ For base access requests please contact Brianna Miller at brianna.miller.3@us.af.mil.

#### 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): \_\_\_\_\_ [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: \_\_\_\_\_ (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 \_\_\_DFAR\_\_\_ [insert regulation name] (48 CFR Chapter \_\_\_2\_\_\_) 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. 2013-10

As prescribed at 215.408(3), use the following provision: ONLY ONE OFFER (OCT 2013) (a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the offeror that- (1) Only one offer was received; and (2) Additional cost or pricing data 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). (b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows: (1) If the Contracting



Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)). (2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable. (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office. (ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/ similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities; (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. (3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offerors determination of the prices to be offered in the catalog or marketplace. (4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies: (i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format. (ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2. (c) 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 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. (d) If negotiations are conducted, the negotiated price should not exceed the offered price. (End of provision)

## Section M - Evaluation Factors for Award

### Section M - Evaluation Factors for Award

#### SECTION M

#### SOURCE SELECTION EVALUATION CRITERIA FOR AWARD

##### 1.0 BASIS FOR AWARD

##### 1.1 General Information.

1.1.0 This is a competitive best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Supplement (DFARS), and the Air Force Federal Acquisition Supplement (AFFARS). These regulations are available electronically at <http://farsite.hill.af.mil>. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being determined technically unacceptable.

1.1.1 This acquisition will utilize a Best Value approach. The Best Value technique chosen for this particular acquisition will be Lowest Price Technically Acceptable (LPTA).

1.1.1.1 Award will be made to a single offeror who is deemed responsible, whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, is rated as technically acceptable, has an acceptable past performance, and represents the lowest price among those rated as technically acceptable with acceptable past performance. Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price proposals may be grounds for eliminating a proposal from competition.

1.1.1.2 Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make an award based on initial offers received, without discussion of such offers.

1.1.1.3 If, during the evaluation period, it is determined to be in the best interest of the Government to establish a competitive range and hold discussions or negotiations with all offerors in the competitive range, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and ineligible for award. Offerors may be required to participate in telephone discussions or face-to-face oral discussions at the Contracting Office, AFTC/PZIOC, 308 W. D Ave, Ste 130 (Bldg 260) Eglin AFB, FL, 32542.

1.1.1.4 Offerors may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

##### 2.0 EVALUATION PROCESS

2.1 Initially all offers shall be ranked in order of total price (to include any option pricing) from lowest to highest. In the event that the Government determines that it will not exercise any of the specified options the Government shall rank only the offers for the basic requirement(s) in order of price from lowest to highest. The lowest priced offer that conforms to the solicitation requirements will be evaluated. If the lowest priced offer has been determined technically acceptable and is judged to have an Acceptable Past Performance Confidence rating that offer represents the best value for the government and the Government then assesses Contractor Responsibility.

2.2 Contractor Responsibility. Once the apparent successful offeror is selected the Government will evaluate the offeror's financial capabilities and the specified criteria at FAR 9.104. In the case of a Teaming Agreement, the financial capabilities of both teaming partners will be evaluated, with the Prime Contractor's financial capability carrying significantly more weight than the subcontractor's. A financial reference worksheet will be forwarded to the financial institution and a determination will be made regarding the apparent successful offerors financial capabilities and overall contractor responsibility using the specified criteria at FAR 9.104.

2.3 If the lowest priced offer has been determined technically acceptable, is judged to have an Acceptable Past Performance Confidence rating, and is determined responsible, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers. If the lowest priced offeror, is determined technically unacceptable, or judged to have an Unacceptable Past Performance Confidence rating, or is non-responsible, the next lowest priced offeror will be evaluated and the process will continue in order by price until an offeror is determined technically acceptable, judged to have an Acceptable Past Performance Confidence rating and is responsible.

### 3.0 PROPOSAL EVALUATION

Evaluation Factors. The below evaluation factors will be used to evaluate proposals.

#### 3.1 Technical Evaluation

3.1.1. Subfactor 1: Proposed Construction Progress Schedule - The offerors proposed contract progress schedule will be evaluated relative to overall coordination of the construction phase, to include ability to identify all necessary work elements of the specific project, the offerors ability to schedule the activities in a logical sequence, is within the time required in this solicitation, and covers the minimum requirements listed in below. The proposed schedule must include the activities which are consistent with those described within project specifications and drawings, and must not exceed the Government's maximum allowable performance period, as noted in SF 1442 (RFP), Block 11 and Section F, FAR Clause 52.211-10.

In accordance with Section L, Subfactor 1 will be evaluated against the following minimum requirements:

- a) The Construction Progress Schedule includes the following work elements: mobilization, submittals, demolition, major work elements identified in each specification division, final inspection, demobilization and close-out documents.
- b) The order of the work elements in the Construction Progress Schedule, to include project phasing, is logically sequenced.
- c) The number of days for each work element, when aggregated together, does not exceed 295 calendar days.
- d) Long Lead Time Materials (e.g. major HVAC equipment, electrical equipment, pre-engineered buildings, etc.) are identified in the proposal, or the proposal states that there are no Long Lead Time Materials.
- e) Proposal identifies those work elements within the critical path.

Failure to submit a Construction Progress Schedule will render the offer ineligible for award.

3.1.2. Subfactor 2: 50 Division Cost Estimate Worksheet: The Government will evaluate the offeror's understanding of the contracts technical requirement through an analysis of the major work elements proposed by each offeror in each specification Division. In accordance with Section L, this Sub Factor will be evaluated against the following minimum requirements:

- a) The offeror submitted the 50 Division Cost Estimate Worksheet;
- b) The offeror has proposed the appropriate Divisions in relation to the specifications;
- c) Major work elements are identified within each Division and are sufficiently detailed to demonstrate a clear understanding of the requirement; and
- d) Quantities for materials, labor and other services are not significantly understated or overstated.

Failure to submit a price for all CLINs in the price schedule or failure to submit and complete the 50 Division Cost Estimate Worksheet will render the offer ineligible for award.

Offeror's who fail to provide a breakdown of the major work elements within each Division and only provide a lump sum or other aggregate type of unit pricing consisting of a quantity of 1 for an entire Division will be evaluated as Unacceptable.

Technical Evaluators shall assign a rating of "ACCEPTABLE" or "UNACCEPTABLE" for each subfactor based on the minimum requirements established above. Ratings are defined as follows:

#### Adjectival Rating Description

ACCEPTABLE Proposal meets the requirements of the solicitation.

UNACCEPTABLE Proposal does not meet the requirements of the solicitation.

If any subfactor is evaluated as unacceptable then the whole factor is considered unacceptable.

If all offerors are deemed technically unacceptable, the Government may establish a competitive range and enter into discussions.

### 3.2 FACTOR 2: Past Performance Evaluation.

3.2.1 Past/Present Performance Questionnaires and Past Performance Information Retrieval System (PPIRS) Submissions-Volume II (a). Offerors shall provide information regarding past or current contracts (including Federal, State, local government, and private) for efforts similar to the Government requirement as stated in this solicitation through either questionnaires or evaluations from PPIRS as identified in Section L, paragraph 2.3.

3.2.1.1 The Government evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects (See Teaming Agreement, Section L, paragraph 2.4 and Section M, paragraph 2.3.2, when such information is relevant to the instant acquisition. Each teaming offeror's past performance will be evaluated separately using the same evaluation methods described in paragraph 2.3.1 above. The Prime Contractor's past performance will be weighted significantly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate PERFORMANCE CONFIDENCE RATING as defined in paragraph 2.3.3 below.

3.2.1.2 The Government may evaluate information on problems identified and encountered on previous contracts and corrective actions taken by the offeror. The Government may use information previously obtained from past performance questionnaires or data independently obtained from other Government and commercial sources in the evaluation process.

3.2.1.3 In the event an Offeror submits a Past Performance Questionnaire and it is subsequently determined that the referenced project has been formally evaluated in PPIRS, the ratings in PPIRS shall take precedence.

3.2.1.4 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."

3.2.1.5 Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Offerors may be asked to clarify or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

3.2.1.6 The Government will evaluate the offerors ability to successfully complete projects based on demonstrated past and present experience that meet the requirements of Recent and Relevant.

3.2.1.6.1 RECENCY is defined as contracts performed within six (6) years of the issue month of the solicitation. Past performance information that fails this condition will not be evaluated.

3.2.1.7 RELEVANCY is defined as contracts involving:

a) Projects involving the type of construction and work elements described in the attached Specifications and Drawings for project FTFA 17-1100 Renovate Building 886

b) Cost within or exceeding project magnitude, as specified in Block 10 of the SF 1442 (RFP).

3.2.1.8 The following RELEVANCY ratings, apply:

#### PAST PERFORMANCE RELEVANCY RATINGS

##### 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.

3.2.1.9 PERFORMANCE QUALITY ASSESSMENT: The Government will consider the performance quality of recent, relevant efforts (how well the contractor performed on the contracts). For each recent past performance citation reviewed, the

performance quality of the work performed will be assessed. The quality assessment consists of an in-depth evaluation of all past performance information available, regardless of its source. The Government will use the following quality levels when assessing recent, relevant efforts:

#### QUALITY ASSESSMENT DESCRIPTION

**SATISFACTORY (S)** During the contract period, contractor performance is substantially meeting (or substantially met) contract requirements. For any problems encountered, contractor took effective corrective action.

**UNSATISFACTORY (U)** During the contract period, contractor performance is not meeting (or did not meet) some contract requirements. For problems encountered, corrective action appeared only marginally effective, not effective, or not fully implemented. Customer involvement was required.

**NOT AVAILABLE (N)\*** Quality and/or performance information is not available.

\*In the event that performance quality information on a particular reference cannot be obtained by the Government, the past performance reference will not be used to determine the overall past performance rating.

3.2.2 Teaming Agreements. (Only if an offeror proposed a Teaming Agreement).

3.2.2.1 Each teaming offeror's past performance will be evaluated separately using the same evaluation methods described in paragraph 2.3.1 above. The Prime Contractor's past performance will be weighted slightly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate PERFORMANCE CONFIDENCE RATING as defined in paragraph 2.3.3 below.

3.2.3 PERFORMANCE CONFIDENCE RATINGS. Based on the evaluation of all recent and relevant past performance for an offeror an overall Performance Confidence rating is assigned in accordance with FAR 15.305(a) (2). The Performance Confidence assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offerors demonstrated past and present performance.

The ratings are defined as follows:

#### PAST PERFORMANCE EVALUATION RATINGS

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. (See note below.)
UNACCEPTABLE	Based on the offeror's performance record, the Government has no 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."

#### 3.3. FACTOR 3: Price Evaluation and Proposal Documents

3.3.1 Offerors Proposal Documents will be evaluated for compliance with the solicitation instructions. Failure to comply with all instructions listed in the solicitation may be grounds for elimination from the competition. The contracting officer reserves the right to waive minor informalities.

3.3.2 Price. Price will be evaluated for reasonableness. Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating a proposal from a competitive range. Price will be evaluated to determine if the offeror's proposed price is reasonable utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b).

3.3.2.1 Failure to submit a price for all CLINs in the price schedule will render the offer ineligible for award.

3.3.2.2 The Government reserves the right to obtain additional information concerning the price (cost) as necessary to obtain a better understanding of the price proposed. No proposal revisions will be allowed under these conditions. Request for such information is for clarification purposes only. This does not constitute and shall not be construed as discussions. If a

minor clerical error has occurred, in which case the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or the Contracting Officer in his/her sole discretion later determines discussions to be necessary or appropriate.

3.3.2.3 The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists or only one offer is received; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price. Additionally, offerors may be required to provide additional cost information in accordance with FAR 15.403-4 and provide the certification under FAR 15.406-2.

4.0 Clarifications, Discussions, and Negotiations. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offeror's best terms from a price and technical standpoint. In accordance with FAR 15.306, Offerors may be asked to clarify certain aspects of their proposal (for example, relevance of past performance information). Communications (Clarifications) conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Discussions or negotiations may be conducted with all offerors in the competitive range. Offerors may be required to participate in telephone discussions or in face-to-face oral discussions at the Contracting Office, AFTC/PZIOC, 308 W. D Ave, Ste 130 (Bldg 260) Eglin AFB, FL, 32542.

## **FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05