

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

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

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

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

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

11. The contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  award,  notice to proceed. This performance period is  mandatory  negotiable. (**See** \_\_\_\_\_).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
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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**

Renovate Bldg 600

Purchase Requisition Number: 32432341

Date: 21 Apr 2022

Proposal Identifier: FA282322R0010

Date: 15 Jun 2022

**Section B - Supplies or Services & Prices or Costs****Additional Information/Notes**

<b>Item</b>	<b>Supplies/Service</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0001	PZIOCB / Renovate Building 600  Pricing Arrangement: Firm Fixed Price	1	Job		
0002	PZIOCB / Renovate Bldg 600 Bid Option - Fire Pump and Fire Pump Building  Pricing Arrangement: Firm Fixed Price	1	Job		

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

Attachment 1 - FTFA 12-1069-Renovate Building 600 - SOW\_9 June 2022, 7 pages

Attachment 1a - FTFA 12-1069-Renovate Building 600 - Final-Specs\_14 April 2021, 1,851 pages

Attachment 1b - FTFA 12-1069-Renovate Building 600 - Final-Dwgs\_14 April 2021, 132 pages

### **Requirements**

PZIOCB / FTFA 12-1069-Renovate Building 600

## **Section D - Packaging and Marking**

## Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

52.246-12 Inspection of Construction --1996-08

52.246-13 Inspection-Dismantling, Demolition, or Removal of Improvements --1996-08

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Inspection and Acceptance shall be performed by the Government.</p> <p>DoDAAC: F1T2BR CountryCode: USA</p> <p>F1T2BR 96 CEN PROJECTS AF NO MILSBILLS PROC CP 8508721769 501 DELEON ST BLDG 696 STE 100 EGLIN AFB, FL 32542-5105 UNITED STATES</p> <p>Reate Davis Email: reate.davis@us.af.mil Telephone: 850-882-5740</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Inspection and Acceptance shall be performed by the Government.</p> <p>DoDAAC: F1T2BR CountryCode: USA</p> <p>F1T2BR 96 CEN PROJECTS AF NO MILSBILLS PROC CP 8508721769 501 DELEON ST BLDG 696 STE 100 EGLIN AFB, FL 32542-5105 UNITED STATES</p> <p>Reate Davis Email: reate.davis@us.af.mil Telephone: 850-882-5740</p>

## Section F - Deliveries or Performance

FAR Clauses Incorporated by Reference:

52.247-34 F.O.B. Destination --1991-11

FAR Clauses Incorporated by Full Text

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

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   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   720   days after NTP . The time stated for completion shall include final cleanup of the premises.

(End of Clause)

52.211-12 -- Liquidated Damages - Construction.

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

Liquidated Damages -- Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of   \$247.14   for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

### Overall Contract Delivery Period

From date of lead time event to beginning of performance

10 Calendar Days

Date of Notice to Proceed Receipt

From date of lead time event to completion of performance

720 Calendar Days

Date of Notice to Proceed Receipt

Line Item	Delivery Schedule	QTY	Address and POC
0001	Delivery Schedule From date of lead time event to completion of performance 720 Calendar Days Date of Notice to Proceed Receipt	1 Job	Ship To DoDAAC: FIT2BR CountryCode: USA FIT2BR 96 CEN PROJECTS AF NO MILSBILLS PROC CP 8508721769 501 DELEON ST BLDG 696 STE 100 EGLIN AFB, FL 32542-5105 UNITED STATES  Reate Davis Email: reate.davis@us.af.mil



			Telephone: 850-882-5740
0002	Delivery Schedule From date of lead time event to completion of performance 720 Calendar Days Date of Notice to Proceed Receipt	1 Job	Place of Performance DoDAAC: FIT2BR CountryCode: USA FIT2BR 96 CEN PROJECTS AF NO MILSBILLS PROC CP 8508721769 501 DELEON ST BLDG 696 STE 100 EGLIN AFB, FL 32542-5105 UNITED STATES  Reate Davis Email: reate.davis@us.af.mil Telephone: 850-882-5740

## Section G - Contract Administration Data

FAR Clauses Incorporated by Reference

DFARS Clauses Incorporated by Reference:

252.204-7006 Billing Instructions --2005-10

252.236-7000 Modification Proposals-Price Breakdown --1991-12

DFARS Clauses Incorporated by Full Text:

252.232-7006 Wide Area WorkFlow Payment Instructions.

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://piee.eb.mil/piee-landing/> 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://piee.eb.mil/pieelanding/>

(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.

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(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.

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(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.

[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 F87700

Issue By DoDAAC FA2823

Admin DoDAAC\*\* FA2823

Inspect By DoDAAC F1T2BR

Ship To Code F1T2BR

Ship From Code

Mark For Code

Service Approver (DoDAAC)

Service Acceptor (DoDAAC)

Accept at Other DoDAAC

LPO DoDAAC

DCAA Auditor DoDAAC

Other DoDAAC(s)

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

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

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_Pamela Green 850-882-0056 Eglin AFB\_\_

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

(End of clause)

## Section H - Special Contract Requirements

### H-1 PERFORMANCE AND PAYMENT BONDS (INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACTS)

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 annual value (excluding option years not exercised) of the IDIQ contract. If the cumulative value of all active Task Orders exceeds the annual value, at any one given time, the Contractor shall furnish additional performance bonding to reflect increased value of cumulative active Task Orders. This requirement also applies to any options exercised by the Government. 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 annual value (excluding option years not exercised) of the Indefinitely Delivery, Indefinite Quantity contract. If the cumulative value of all active Task Orders exceeds the annual value, at any one given time, the Contractor shall furnish additional performance bonding to reflect increased value of cumulative active Task Orders. This requirement also applies to any options exercised by the Government. Any bonds will be furnished by the Contractor to the Government prior to commencement of contract performance.

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### 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 no Pre-testing of Fire Alarm and suppression 7/17 at 17:05 any compliance 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.

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**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: To be disclosed at pre-solicitation site-visit or as directed by CE representative.

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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.

(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 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

Please consult Statement of Work to see if the following applies.

(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 (ROCC) 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.

\*\*\*\*\*

**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 WORK WEEK**

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 to 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. For work at Duke Field AFB, both deliveries and contractor work trucks will use the main Duke Field AFB gate. Pick up of badging for contractors once granted will only be done at Eglin AFB registration office

(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.

\*\*\*\*\*

**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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H-24 - PAYMENT INFORMATION

- (a) Payment terms are Net 14. There are no payment discount terms for this award.
- (b) For customary progress payments based on work completed, contractor is to submit a progress report (AF 3065) to the Contracting Officer for review / approval.
- (c) Following receipt of approved / signed progress report (AF 3065), contractor is submit an invoice via electronic means utilizing the WAWF system subject to DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

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 252.247-7023 Transportation of Supplies by Sea -2019-02

#### AFFARS Clauses Incorporated by Full Text

5352.201-9101 Ombudsman

As prescribed in 5301.9103, insert the following clause: OMBUDSMAN (OCT 2019)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program

manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman:

Air Force Test Center Vice Commander

1 South Rosamond Blvd

Edwards AFB, CA 93524-3784

Phone Number (661) 277-2810

Facsimile Number (661) 277-7593

email: aftc.workflow@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the center MAJCOM/DRU /SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

#### 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS)

As prescribed in 5323.804-90, insert the following clause in solicitations and contracts:

#### ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (OCT 2019)

(a) Contractors shall not:

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

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

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

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

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

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

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

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

(End of clause)

#### FAR Clauses Incorporated by Full Text:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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

Covered telecommunications equipment or services means-

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

Critical technology means-

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

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub.



L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.219-3 Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021)

(a) Definitions. HUBZone small business concern, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA ( 13 CFR 126.103).

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract

award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.225-9 -- Buy American-Construction Materials.

As prescribed in 25.1102(a), insert the following clause:

Buy American-Construction Materials (FEB 2021)

(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 Federal Acquisition Regulation (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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 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. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"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 domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (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

(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 20 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

-----  
 [\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.252-2 -- Clauses Incorporated by Reference.

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

Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

DFARS Clauses Incorporated by Full Text:

252.236-7001 Contract Drawings and Specifications. As prescribed in 236.570(a), use the following clause:

**CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)**

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

drawings:

Title File Drawing No.

See Section C

(End of clause)

## **Section J - List of Attachments**

Attachment 1 - FTFA 12-1069-Renovate Building 600 - SOW\_9 June 2022, 7 pages

Attachment 1a - FTFA 12-1069-Renovate Building 600 - Final-Specs\_14 April 2021, 1,851 pages

Attachment 1b - FTFA 12-1069-Renovate Building 600 - Final-Dwgs\_14 April 2021, 132 pages

Attachment 2 - Okaloosa County Wage Determination\_FL20220217\_25 Feb 2022,7 pages

Attachment 3 - FTFA 12-1069-Renovate Building 600 - Section L Instr to Off\_23 May 2022, 73 pages

Attachment 4 - FTFA 12-1069-Renovate Building 600 - Section M Evaluation Factors\_23 May 2022, 5 pages

## Section K - Representations, Certification, & Other Statements

### FAR Clauses Incorporated by Reference:

- 52.203-18 Prohibition on Contracting with Entities that Requires Certain Internal Confidentiality Agreements or Statements-Represent --2017-01
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions --2007-09
- 52.204-7 System for Award Management - 2018-10
- 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations -Representation --2015-11
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law - -2016-02
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran representation and Certification -2020-06
- 52.236-28 Preparation of Proposals - Construction --1997-10

### DFARS Clauses Incorporated by Reference:

- 252.203-7005 Representation Relating to Compensation of Former DOD Officials --2011-11
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls --2016-10
- 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services--  
..... Representation 2021-05
- 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

### FAR Clauses Incorporated by Full Text:

52.204-8 -- Annual Representations and Certifications.

As prescribed in 4.1202 (a), insert the following provision: Annual Representations and Certifications (MAR 2020)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 236220

(2) The small business size standard is \$39.5 M

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions



Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

FAR Clause Title Date Change

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

(End of provision)

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

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

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) Representation. The Offeror represents that--

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-- It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

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

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

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### 52.204-26 Covered Telecommunications Equipment or Services-Representation.

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

##### Covered Telecommunications Equipment or Services-Representation (Oct 2020)

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

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

(c) (1) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

As prescribed in 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 proceeding 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)

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

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%

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, FL\_\_\_\_
- (End of Provision)

52.225-10 -- Notice of Buy American Requirement--Construction Materials.

As prescribed in 25.1102(b)(1), insert the following provision:

Notice of Buy American Requirement--Construction Materials (May 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2014). As prescribed in 25.1102(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

## DFARS Clauses Incorporated by Full Text:

### 252.204-7007 Alternate A, Annual Representations and Certifications.

As prescribed in 204.1202, use the following provision: ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS(MAY 2021)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:  
 (b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

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

(i) Paragraph (e) applies

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

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

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

### 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

As prescribed in 204.2105 (c), use the following clause:

#### PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

Definitions. As used in this clause--

"Covered defense telecommunications equipment or services" means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" means--

(1) The People's Republic of China; or

(2) The Russian Federation.

"Covered missions" means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

"Critical technology" means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104 .

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

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

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

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

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

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

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

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

(ix) 252.247-7022 , Representation of Extent of Transportation by Sea. Applies to all solicitations except those

for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

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

(iii) 252.225-7020 , Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

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

FAR/DFARS Provision # Title Date Change

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

(End of provision)



## Section L - Instructions, Conditions, & Notices to Offerors or Quoters

See Attachment

FAR Clauses Incorporated by Reference

52.204-6 Unique Entity Identifier --2016-10

52.204-7 System for Award Management. --2018-10

52.204-16 Commercial and Government Entity Code Reporting -2020-08

52.204-22 Alternative Line Item Proposal --2017-01

52.214-34 Submission of Offers in the English Language. --1991-04

52.214-35 Submission of Offers in U.S. Currency. --1991-04

52.215-20 Requirements for Certified Cost or Pricing Data & Data Other Than Certified Cost or Pricing Data --  
.....,2010-10

52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort --2009-10

52.222-5 Davis-Bacon Act-Secondary Site of the Work. --2014-05

FAR Clauses Incorporated by Full Text

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 contract resulting from this solicitation. (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 308 West D Ave Bldg. 260 Rm130. (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.

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

Name: Mary Hallmon - Contracting Officer Address: 308 West D. Ave Bldg. 260 Eglin AFB, FL 32542

Email: mary.hallmon@us.af.mil

Alternate

I (Feb1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision: (b) An organized site visit has been scheduled for- TBD [Insert date and time] (c) Participants will meet at- TBD [Insert location]

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

As prescribed in 52.107(a), insert the following provision: Solicitation Provisions Incorporated by Reference (Feb 1998) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its

quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://acquisition.gov/> [Insert one or more Internet addresses] (End of provision)

AFFARS Incorporated by Full Text

5352.215-9001 Notice of Pre-bid/Pre-proposal Conference

As prescribed in 5315.209(S-91), insert in Section L (or equivalent in a solicitation for the acquisition of a commercial item) a provision substantially the same as the following:

**NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996)**

- (a) A pre-bid/pre-proposal conference will be conducted at [insert location including full address] on [insert date] at [insert time] for the purpose of answering questions regarding this solicitation.
  - (b) Submit the names of all attendees (not to exceed [insert number of attendees]) to [insert point of contact name, address, and phone number] prior to [insert date]. This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.
  - (c) Bidders/Offerors are requested to submit questions to the point of contact noted above not later than [insert time and date]. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.
  - (d) A record of the conference shall be made and furnished to all prospective bidders/offerors. The record should include minutes of the meeting, including questions (on a non-attribution basis) and answers.
- (End of provision)

## **Section M - Evaluation Factors for Award**

See Attachment