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|---|---|--|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>FA252117B0008  | 2. TYPE OF SOLICITATION<br><input checked="" type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>31-Jul-2017 | PAGE OF PAGES<br>1 OF 49 |
|   | <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b> |  |                               |                          |

|                 |                                     |                |
|-----------------|-------------------------------------|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|-----------------|-------------------------------------|----------------|

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|---|----------------|--|------|
| 7. ISSUED BY<br>45 CONS/LGCAC<br>14640 HANGAR ROAD<br>CCAFS 1704 ROOM 2102B MS2037<br>PATRICK AFB FL 32925-2206<br><br>TEL: 321-853-6146<br>FAX: 321-853-0904 | CODE<br>FA2521 | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i><br><br><b>See Item 7</b><br><br>TEL:<br>FAX: | CODE |
|---|----------------|--|------|

|                          |                           |  |
|--------------------------|---------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME<br>BILKIS DINALLY | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>321-853-0876 |
|--------------------------|---------------------------|--|

**SOLICITATION**

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

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| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i><br><br>DBEH 13-1523 Repair Hangar U, FAC 1744, CCAFS, FL<br><br>This is a acquisition competitive set-aside to for Service-Disabled Veteran-Owned Business (SDVOSB) Concern.<br><br>The magnitude of the requirement is between \$1,000,000.00 and \$5,000,000.00 (IAW FAR 36.204).<br><br>The NAICS is 236220 Commercial and Institutional Building Construction), Size Standard \$36,500,000.00<br>Only electronic bids will be accepted. See Section L for additional details. Award cannot be made to a contractor not registered in the System for Award Management (SAM) database. Visit <a href="http://www.sam.gov/">http://www.sam.gov/</a> for details. The contractor must comply with FAR 52.222-38 Compliance with Veteran's Employment Requirements. Go to <a href="https://www.dol.gov/vets/vets-100.html">https://www.dol.gov/vets/vets-100.html</a> . The contractor or its subcontractors shall be licensed by the State of Florida or have an equivalent out of state license in all applicable areas. |
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| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>270</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10 _____ .) |
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| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS |
|--|--------------------|

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| 13. ADDITIONAL SOLICITATION REQUIREMENTS:<br>A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>09:00 AM</u> (hour) local time <u>31 Aug 2017</u> (date). If this is a sealed bid solicitation, offers must 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.<br>B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.<br>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.<br>D. Offers providing less than <u>150</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. |
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| <b>SOLICITATION, OFFER, AND AWARD (Continued)</b><br><i>(Construction, Alteration, or Repair)</i>   |  |                        |                                       |             |   |  |  |                 |  |      |  |
|---|--|------------------------|---------------------------------------|-------------|---|--|--|-----------------|--|------|--|
| <b>OFFER (Must be fully completed by offeror)</b>   |  |                        |                                       |             |   |  |  |                 |  |      |  |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>   |  |                        |                                       |             | 15. TELEPHONE NO. <i>(Include area code)</i>  |  |  |                 |  |      |  |
|   |  |                        |                                       |             | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  |  |  |                 |  |      |  |
|   |  |                        |                                       |             | <b>See Item 14</b>  |  |  |                 |  |      |  |
| CODE  |  | FACILITY CODE          |                                       |             |   |  |  |                 |  |      |  |
| 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>   |  |                        |                                       |             |   |  |  |                 |  |      |  |
| AMOUNTS   |  | SEE SCHEDULE OF PRICES |                                       |             |   |  |  |                 |  |      |  |
| 18. The offeror agrees to furnish any required performance and payment bonds.   |  |                        |                                       |             |   |  |  |                 |  |      |  |
| 19. ACKNOWLEDGMENT OF AMENDMENTS<br><i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>   |  |                        |                                       |             |   |  |  |                 |  |      |  |
| AMENDMENT NO.   |  |                        |                                       |             |   |  |  |                 |  |      |  |
| DATE  |  |                        |                                       |             |   |  |  |                 |  |      |  |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>   |  |                        |                                       |             | 20B. SIGNATURE  |  |  | 20C. OFFER DATE |  |      |  |
| <b>AWARD (To be completed by Government)</b>  |  |                        |                                       |             |   |  |  |                 |  |      |  |
| 21. ITEMS ACCEPTED:   |  |                        |                                       |             |   |  |  |                 |  |      |  |
| 22. AMOUNT  |  |                        | 23. ACCOUNTING AND APPROPRIATION DATA |             |   |  |  |                 |  |      |  |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i>   |  |                        |                                       | <b>ITEM</b> | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)  |  |  |                 |  |      |  |
| 26. ADMINISTERED BY   |  |                        | CODE                                  |             | 27. PAYMENT WILL BE MADE BY:  |  |  |                 |  | CODE |  |
| <i>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</i>  |  |                        |                                       |             |   |  |  |                 |  |      |  |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing Contractor agrees to furnish and deliver all items or perform all work, requisitions 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 or incorporated by reference in or attached to this contract.</i> |  |                        |                                       |             | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i><br>Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |  |  |                 |  |      |  |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>   |  |                        |                                       |             | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>   |  |  |                 |  |      |  |
| 30B. SIGNATURE  |  |                        | 30C. DATE                             |             | TEL:  |  |  | EMAIL:          |  |      |  |
| 31B. UNITED STATES OF AMERICA<br>BY   |  |                        |                                       |             | 31C. AWARD DATE   |  |  |                 |  |      |  |

## Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | Trench System Repair<br>FFP<br>CLIN 0001 - Eliminate existing floor utility trench and lube lift system with metal grating and replace with conduit chase system with backfilled to flushed grade with vehicular structural stable infill and surface - refer to Civil drawings;<br>Disconnect and remove existing compressed air distribution system and air stations located in the floor trench system and replace with new - refer to Civil drawings;<br>Collect and dispose of existing hazardous materials - refer to Hazardous Materials drawings. Remove and, clean and install trench covers as indicated in civil and architectural drawings.<br>Reference Section J for Specifications.<br>FOB: Destination<br>PROJECT: DBEH 13-1523<br>SIGNAL CODE: A | 1        | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002    |                   | 1        | Each |            |        |

Repair Floors and Coating System

FFP

CLIN 2 - Floor repair and coating system work consists of the following:

Repair high bay concrete floor including expansion joints and provide new concrete floor top coat finish - refer to Architectural drawings; and

Collect and dispose of existing hazardous materials - refer to Hazardous Materials drawings.

Reference Section J for Specifications.

FOB: Destination

PROJECT: DBEH 13-1523

SIGNAL CODE: A

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0003    |                   | 1        | Each |            |        |

Wheel Repair

FFP

CLIN 3 - High bay door mechanical door operation repairs work consists of the following:

Develop repair for high bay doors to restore manual operation to open and close doors by replacement of door rollers, bearings, brakes assembly, seals and guides - refer to Mechanical drawings; and Collect and dispose of existing hazardous materials - refer to Hazardous Materials drawings.

Refence Section J for Specifications.

FOB: Destination

PROJECT: DBEH 13-1523

SIGNAL CODE: A

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004    | Wicket Door Repair<br>FFP<br>CLIN 4 - High bay door corrosion control work consists of the following.<br>Provide corrosion treatment to all high bay hangar doors, including but not limited to exterior panels, structural supports and mechanical equipment housing to remain and replace high bay door gaskets - refer to Architectural drawings;<br>Collect and dispose of existing hazardous materials - refer to Hazardous Materials drawings.<br>Reference Section J for the Specifications.<br>FOB: Destination<br>PROJECT: DBEH 13-1523<br>SIGNAL CODE: A | 1        | Each |            |        |

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NET AMT

## Section E - Inspection and Acceptance

WEEKLY PROGRESS REPORTS

For the purposes of clause 52.236-15, Schedules for Construction Contracts, the contractor shall use AF IMT 3065, or equivalent, to chart actual progress and submit weekly within one week of actual performance.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

#### STAND-ALONE CONSTRUCTION PAYMENT INVOICE

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspect by DoDAAC F3K3C1

Accept by DoDAAC FA2521

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       | F03000                     |
| Issue By DoDAAC           | FA2521                     |
| Admin DoDAAC              | FA2521                     |
| Inspect By DoDAAC         | F3K3C1                     |
| Ship To Code              | F3K3C1                     |
| Ship From Code            | N/A                        |
| Mark For Code             | N/A                        |
| Service Approver (DoDAAC) | F3K3C1                     |
| Service Acceptor (DoDAAC) | FA2521                     |
| Accept at Other DoDAAC    | N/A                        |
| LPO DoDAAC                | N/A                        |
| DCAA Auditor DoDAAC       | N/A                        |
| Other DoDAAC(s)           | FA2521                     |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

1. [patricia.bates@us.af.mil](mailto:patricia.bates@us.af.mil)
2. [steve.lewis@us.af.mil](mailto:steve.lewis@us.af.mil)
3. [mike.pfister.3@us.af.mil](mailto:mike.pfister.3@us.af.mil)
4. [bilkis.dinally@us.af.mil](mailto:bilkis.dinally@us.af.mil)
5. [elsa.feliciano@us.af.mil](mailto:elsa.feliciano@us.af.mil)

(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.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)



## Section F - Deliveries or Performance

**DELIVERIES AND PERFORMANCE****F-1 NOTICE TO PROCEED (NTP):**

An NTP will be issued within 30 days after contract award.

**F-2 PERIOD OF PERFORMANCE (POP):** The POP for this project is two hundred and seventy (270) calendar days, to include 20 Non-Access Days, beginning at NTP.

**Non-Access Period:**

Any period of time, during normal established duty hours, that a contractor and/or subcontractor(s), to include deliveries, are denied access to the worksite by appropriate government authority.

**No-Dig Period:**

Any period of time that a contractor and/or subcontractor(s) are not permitted to perform any modifications to an existing grade or area by digging; cutting; probing; drilling; installing tie-down rods; driving grounding rods; trenching and backfilling; and all other penetrations to subsurface area.

\*NOTE: A no-dig day may allow the contractor access to the site and does not necessarily preclude the contractor from performing other work. A non-access day does not allow the contractor to perform any work.

**F-3 AVAILABILITY OF UTILITIES:**

Electric and water hook-up is available to the contractor and shall be furnished at no charge. Contractors shall carefully and responsibly conserve usage of all utilities.

**ADC CLARIFICATION:**

For the purposes of the delivery information below, ADC should be understood as after NTP is issued. Once NTP is issued a modification to the award document will be executed to reflect the actual delivery or project completion date.

(End of information)

**DELIVERY INFORMATION**

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS  | DODAAC / CAGE |
|------|---------------|----------|--|---------------|
| 0001 | 270 dys. ADC  | 1        | 45 LRS/LGRV - F3K3C1<br>STEVE LEWIS<br>734 SPACELIFT AVE<br>PATRICK AFB FL 32925<br>321-494-1755<br>FOB: Destination | F3K3C1        |
| 0002 | 270 dys. ADC  | 1        | 45 LRF/LGRT - F3K3C1<br>STEVE LEWIS<br>734 SPACELIFT AVE<br>PATRICK AFB FL 32925<br>321-494-1755<br>FOB: Destination | F3K3C1        |

|      |              |   |   |        |
|------|--------------|---|---|--------|
| 0003 | 270 dys. ADC | 1 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | F3K3C1 |
| 0004 | 270 dys. ADC | 1 | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | F3K3C1 |

## CLAUSES INCORPORATED BY REFERENCE

52.242-15                Stop-Work Order    AUG 1989

## CLAUSES INCORPORATED BY FULL TEXT

52.211-10    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 270 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.232-5     | Payments under Fixed-Price Construction Contracts                        | MAY 2014 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber<br>Incident Reporting | OCT 2016 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving<br>Reports       | JUN 2012 |

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.202-1        | Definitions  | NOV 2013 |
| 52.203-3        | Gratuities   | APR 1984 |
| 52.203-5        | Covenant Against Contingent Fees   | MAY 2014 |
| 52.203-6        | Restrictions On Subcontractor Sales To The Government  | SEP 2006 |
| 52.203-7        | Anti-Kickback Procedures   | MAY 2014 |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or<br>Improper Activity  | MAY 2014 |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity   | MAY 2014 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal<br>Transactions  | OCT 2010 |
| 52.203-13       | Contractor Code of Business Ethics and Conduct   | OCT 2015 |
| 52.203-17       | Contractor Employee Whistleblower Rights and Requirement<br>To Inform Employees of Whistleblower Rights                                | APR 2014 |
| 52.203-18       | Prohibition on Contracting With Entities That Require Certain<br>Internal Confidentiality Agreements or Statements--<br>Representation | JAN 2017 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II  | APR 1984 |
| 52.204-4        | Printed or Copied Double-Sided on Postconsumer Fiber<br>Content Paper  | MAY 2011 |
| 52.204-9        | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 52.204-10       | Reporting Executive Compensation and First-Tier<br>Subcontract Awards  | OCT 2016 |
| 52.204-13       | System for Award Management Maintenance  | OCT 2016 |
| 52.204-16       | Commercial and Government Entity Code Reporting  | JUL 2016 |
| 52.204-18       | Commercial and Government Entity Code Maintenance  | JUL 2016 |
| 52.204-19       | Incorporation by Reference of Representations and<br>Certifications.   | DEC 2014 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment         | OCT 2015 |
| 52.209-9        | Updates of Publicly Available Information Regarding<br>Responsibility Matters  | JUL 2013 |
| 52.209-10       | Prohibition on Contracting With Inverted Domestic<br>Corporations  | NOV 2015 |
| 52.210-1        | Market Research  | APR 2011 |
| 52.214-19       | Contract Award-Sealed Bidding-Construction   | AUG 1996 |
| 52.214-26       | Audit and Records--Sealed Bidding  | OCT 2010 |
| 52.214-27       | Price Reduction for Defective Certified Cost or Pricing Data -<br>Modifications - Sealed Bidding                                       | AUG 2011 |
| 52.214-28       | Subcontracting Certified Cost Or Pricing Data--<br>Modifications--Sealed Bidding   | OCT 2010 |
| 52.214-29       | Order Of Precedence--Sealed Bidding  | JAN 1986 |
| 52.215-8        | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.215-11       | Price Reduction for Defective Certified Cost or Pricing Data--<br>Modifications  | AUG 2011 |
| 52.215-13       | Subcontractor Certified Cost or Pricing Data--Modifications  | OCT 2010 |
| 52.215-15       | Pension Adjustments and Asset Reversions   | OCT 2010 |
| 52.215-17       | Waiver of Facilities Capital Cost of Money   | OCT 1997 |
| 52.215-18       | Reversion or Adjustment of Plans for Postretirement Benefits<br>(PRB) Other than Pensions  | JUL 2005 |

|           |  |          |
|-----------|--|----------|
| 52.215-19 | Notification of Ownership Changes  | OCT 1997 |
| 52.219-8  | Utilization of Small Business Concerns   | NOV 2016 |
| 52.219-14 | Limitations On Subcontracting  | JAN 2017 |
| 52.219-27 | Notice of Service-Disabled Veteran-Owned Small Business Set-Aside                          | NOV 2011 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation   | JUL 2013 |
| 52.222-3  | Convict Labor  | JUN 2003 |
| 52.222-4  | Contract Work Hours and Safety Standards- Overtime Compensation                            | MAY 2014 |
| 52.222-6  | Construction Wage Rate Requirements  | MAY 2014 |
| 52.222-7  | Withholding of Funds   | MAY 2014 |
| 52.222-8  | Payrolls and Basic Records   | MAY 2014 |
| 52.222-9  | Apprentices and Trainees   | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements  | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards)   | MAY 2014 |
| 52.222-12 | Contract Termination-Debarment   | MAY 2014 |
| 52.222-13 | Compliance With Construction Wage Rate Requirements and Related Regulations                | MAY 2014 |
| 52.222-14 | Disputes Concerning Labor Standards  | FEB 1988 |
| 52.222-15 | Certification of Eligibility   | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities   | APR 2015 |
| 52.222-26 | Equal Opportunity  | SEP 2016 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction                                | APR 2015 |
| 52.222-34 | Project Labor Agreement  | MAY 2010 |
| 52.222-35 | Equal Opportunity for Veterans   | OCT 2015 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities  | JUL 2014 |
| 52.222-37 | Employment Reports on Veterans   | FEB 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act                     | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons   | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification  | OCT 2015 |
| 52.222-55 | Minimum Wages Under Executive Order 13658  | DEC 2015 |
| 52.223-1  | Biobased Product Certification   | MAY 2012 |
| 52.223-2  | Affirmative Procurement of Biobased Products Under Service and Construction Contracts      | SEP 2013 |
| 52.223-2  | Affirmative Procurement of Biobased Products Under Service and Construction Contracts      | SEP 2013 |
| 52.223-3  | Hazardous Material Identification And Material Safety Data                                 | JAN 1997 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information   | MAY 2011 |
| 52.223-6  | Drug-Free Workplace  | MAY 2001 |
| 52.223-12 | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. | JUN 2016 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products   | DEC 2007 |
| 52.223-16 | Acquisition of EPEAT (R) - Registered Personal Computer Products                           | OCT 2015 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts      | MAY 2008 |
| 52.224-1  | Privacy Act Notification   | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases  | JUN 2008 |
| 52.227-1  | Authorization and Consent  | DEC 2007 |
| 52.227-2  | Notice And Assistance Regarding Patent And Copyright Infringement                          | DEC 2007 |
| 52.227-4  | Patent Indemnity-Construction Contracts  | DEC 2007 |
| 52.228-2  | Additional Bond Security   | OCT 1997 |

|                  |  |          |
|------------------|--|----------|
| 52.228-5         | Insurance - Work On A Government Installation  | JAN 1997 |
| 52.228-11        | Pledges Of Assets  | JAN 2012 |
| 52.228-12        | Prospective Subcontractor Requests for Bonds   | MAY 2014 |
| 52.228-14        | Irrevocable Letter of Credit   | NOV 2014 |
| 52.228-15        | Performance and Payment Bonds--Construction  | OCT 2010 |
| 52.228-16        | Performance and Payment Bonds--Other Than Construction                                 | NOV 2006 |
| 52.229-3         | Federal, State And Local Taxes   | FEB 2013 |
| 52.232-17        | Interest   | MAY 2014 |
| 52.232-18        | Availability Of Funds  | APR 1984 |
| 52.232-23        | Assignment Of Claims   | MAY 2014 |
| 52.232-25        | Prompt Payment   | JAN 2017 |
| 52.232-27        | Prompt Payment for Construction Contracts  | JAN 2017 |
| 52.232-33        | Payment by Electronic Funds Transfer--System for Award Management                      | JUL 2013 |
| 52.232-39        | Unenforceability of Unauthorized Obligations   | JUN 2013 |
| 52.232-40        | Providing Accelerated Payments to Small Business Subcontractors                        | DEC 2013 |
| 52.233-1         | Disputes   | MAY 2014 |
| 52.233-1 Alt I   | Disputes (May 2014) - Alternate I  | DEC 1991 |
| 52.233-3         | Protest After Award  | AUG 1996 |
| 52.233-4         | Applicable Law for Breach of Contract Claim  | OCT 2004 |
| 52.236-1         | Performance of Work by the Contractor  | APR 1984 |
| 52.236-2         | Differing Site Conditions  | APR 1984 |
| 52.236-3         | Site Investigation and Conditions Affecting the Work                                   | APR 1984 |
| 52.236-4         | Physical Data  | APR 1984 |
| 52.236-5         | Material and Workmanship   | APR 1984 |
| 52.236-6         | Superintendence by the Contractor  | APR 1984 |
| 52.236-7         | Permits and Responsibilities   | NOV 1991 |
| 52.236-8         | Other Contracts  | APR 1984 |
| 52.236-9         | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements  | APR 1984 |
| 52.236-10        | Operations and Storage Areas   | APR 1984 |
| 52.236-12        | Cleaning Up  | APR 1984 |
| 52.236-13        | Accident Prevention  | NOV 1991 |
| 52.236-14        | Availability and Use of Utility Services   | APR 1984 |
| 52.236-15        | Schedules for Construction Contracts   | APR 1984 |
| 52.236-17        | Layout of Work   | APR 1984 |
| 52.236-21        | Specifications and Drawings for Construction   | FEB 1997 |
| 52.236-21 Alt I  | Specifications and Drawings for Construction (Feb 1997) - Alternate I                  | APR 1984 |
| 52.236-26        | Preconstruction Conference   | FEB 1995 |
| 52.242-13        | Bankruptcy   | JUL 1995 |
| 52.242-14        | Suspension of Work   | APR 1984 |
| 52.243-4         | Changes  | JUN 2007 |
| 52.244-6         | Subcontracts for Commercial Items  | JAN 2017 |
| 52.246-20        | Warranty Of Services   | MAY 2001 |
| 52.246-21        | Warranty of Construction   | MAR 1994 |
| 52.248-3         | Value Engineering--Construction  | OCT 2015 |
| 52.249-2         | Termination For Convenience Of The Government (Fixed-Price)                            | APR 2012 |
| 52.249-2 Alt I   | Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I   | SEP 1996 |
| 52.249-2 Alt III | Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate III | SEP 1996 |
| 52.249-10        | Default (Fixed-Price Construction)   | APR 1984 |

|                    |  |          |
|--------------------|--|----------|
| 52.253-1           | Computer Generated Forms   | JAN 1991 |
| 252.201-7000       | Contracting Officer's Representative   | DEC 1991 |
| 252.203-7000       | Requirements Relating to Compensation of Former DoD Officials  | SEP 2011 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies                                       | DEC 2008 |
| 252.203-7002       | Requirement to Inform Employees of Whistleblower Rights  | SEP 2013 |
| 252.203-7003       | Agency Office of the Inspector General   | DEC 2012 |
| 252.203-7004       | Display of Hotline Posters   | OCT 2016 |
| 252.204-7000       | Disclosure Of Information  | OCT 2016 |
| 252.204-7003       | Control Of Government Personnel Work Product   | APR 1992 |
| 252.204-7004 Alt A | System for Award Management Alternate A  | FEB 2014 |
| 252.204-7008       | Compliance With Safeguarding Covered Defense Information Controls  | OCT 2016 |
| 252.204-7012       | Safeguarding Covered Defense Information and Cyber Incident Reporting  | OCT 2016 |
| 252.204-7015       | Notice of Authorized Disclosure of Information for Litigation Support  | MAY 2016 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |
| 252.219-7011       | Notification to Delay Performance  | JUN 1998 |
| 252.223-7004       | Drug Free Work Force   | SEP 1988 |
| 252.223-7006       | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials  | SEP 2014 |
| 252.225-7016       | Restriction On Acquisition Of Ball and Roller Bearings   | JUN 2011 |
| 252.225-7048       | Export-Controlled Items  | JUN 2013 |
| 252.226-7001       | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns     | SEP 2004 |
| 252.227-7033       | Rights in Shop Drawings  | APR 1966 |
| 252.232-7010       | Levies on Contract Payments  | DEC 2006 |
| 252.236-7000       | Modification Proposals-Price Breakdown   | DEC 1991 |
| 252.243-7001       | Pricing Of Contract Modifications  | DEC 1991 |
| 252.243-7002       | Requests for Equitable Adjustment  | DEC 2012 |
| 252.244-7000       | Subcontracts for Commercial Items  | JUN 2013 |
| 252.246-7004       | Safety of Facilities, Infrastructure, and Equipment for Military Operations  | OCT 2010 |
| 252.246-7006       | Warranty Tracking of Serialized Items  | MAR 2016 |
| 252.247-7023       | Transportation of Supplies by Sea  | APR 2014 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

#### 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Mr. Robert Fowler, Project Manager, 45 CES/CEZ.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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



Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable)

\* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap/>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(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 Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act 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 Act. (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) \1\ |
|-----------------------------------|-----------------|----------|---------------------|
| 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)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$1,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations 45th Civil Engineering Squadron (45CES) personnel.
- (b) Weather conditions Reference 45th Weather Squadron website at <http://www.patrick.af.mil/weather/index.asp>.
- (c) Transportation facilities: N/A.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/vmfara.htm>  
<http://farsite.hill.af.mil/VDFDARA.HTM>  
[http://www.acq.osd.mil/dpap/dars/archive/2016/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/archive/2016/class_deviations.html)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)

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

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) Prohibition.

(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that--

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction materials.

(End of clause)

#### 252.236-7001 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:

Reference specifications and drawings are listed in Section J.

(End of clause)

5352.201-9101 Ombudsman

As prescribed in [5301.9103](#), insert the following clause:  
OMBUDSMAN (APR 2014)

(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,

AFICA/KS  
150 Vandenberg St, STE 1105  
Peterson AFB, CO 80914

Phone 719-554-5300  
Fax 719-554-5299,  
email [afica.ks.wf@us.af.mil](mailto:afica.ks.wf@us.af.mil).

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/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)

#### **CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)**

- (a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional documents listed below to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Failure to comply with these requirements may result in withholding of final payment.

#### **CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS – ADDITIONAL REQUIREMENTS**

- (a) Contractors must have an approved request letter on file at Security Forces with employees name and the required data.
- (b) Subcontracts: The contractor shall include this Special Contract Requirement in subcontracts of any tier.
- (c) Unescorted Access to Installations:

(1) To request access to Cape Canaveral AFS, prior to their proposed business or contract requirements, all contractor personnel shall provide a current completed "CCAFS Badging Request Form".

(2) Contractor personnel must complete and sign the applicable form cited above before the required background check (see d. and e. below) can be performed.

(d) All personnel entering Patrick AFB and Cape Canaveral AFS must provide two forms of identification (one must be a photo ID) as required by AFI 10-245, and have a background check.

(1) For unescorted entry into non-restricted areas of the installations, personnel must obtain, from AF security personnel, favorable National Criminal Information Center (NCIC) check, and have complete social security employment verifications prior to being issued badges (to include temporary passes.

(2) Prior to being issued restricted area badges for unescorted entry into restricted areas of the installations, U.S. citizens working as contractor employees must obtain a favorable National Agency Check (NAC).

(3) All required information shall be provided to support background checks, and citizenship verification (i.e., birth certificate, passport, voter registration card, resident alien card, or certificate of naturalization).

(e) Escorted Access-Temporary Passes: Personnel may receive a temporary pass, Air Force Form 75/Visitor and Vehicle Pass, for no more than 30 total days in one 365 day period. This pass is issued without a criminal background check, but requires a Wants & Warrants check. Persons with temporary passes receive escorted access rights only, i. e.; they must be escorted at all times by an escort official. Escorted personnel must be with their escort official (the escort official must be in plain view) at all times while on the installation.

(f) Personnel Background Checks

(1) The 45th Security Forces will conduct the background check at no cost to the applicant. Refusal to submit to the background check will result in denial of access. Applicants shall be denied installation access based on an arrest record including, but not limited to the following crimes:

(i) Murder

(ii) Manslaughter

(iii) Rape

(iv) Aggravated Assault

(v) Burglary

(vi) Arson

(vii) Other forms of Sexual Assaults (lewd, malicious acts to a child, etc.)

(viii) Any other felony

(ix) Outstanding warrants

(x) Misdemeanor convictions less than 5-year involving moral turpitude offenses (theft, worthless checks, etc.)

(xi) FBI Terrorist Watch List

(2) Individuals who do not meet the criteria for unescorted base access may still be granted escorted access on a case-by-case basis. The determination will be made based on the results of the background investigation, totality of the criminal record and the types of crime reported.

(3) Individuals may appeal denial of escorted/unescorted installation access through the Security Forces. It shall be the responsibility of the applicant who is denied access to submit supporting documents such as court, police or arrest records, evidence of community involvement, letters of recommendation to the denial authority for reconsideration.

(4) For the purposes of this policy, convictions are considered to include the following: Guilty verdicts or a Nolo Contendere plea, disposition of cases resulting in deferred adjudication or pretrial diversion and expunged offenses resulting in convictions of crimes enumerated in subparagraph (e)(1) above.

(5) Contractors should allow 14 days for background checks to be finalized. The contractor should provide the required form (see c. above) for each of its personnel to the government 14 days before the contract start date whenever possible. Background checks cannot be performed from only a list of names.

(g) The Government will not be held responsible for contractual impacts or delays caused by the contractor's failure to take prompt action in providing the required information and documentation to obtain access to Patrick AFB and Cape Canaveral AFS.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

| No. | Title/Description            | No. of Pages | Date      |
|-----|------------------------------|--------------|-----------|
| 1   | Design Specifications        | 282          | 03 May 17 |
| 2   | Drawings                     | 26           | 03 May 17 |
| 3   | Green Procurement Form       | 2            | 07 Jun 17 |
| 4   | DBA Wage Determination       | 8            | 14 Jul 17 |
| 5   | CECC Form 3052               | 3            | N/A       |
| 6   | Hazard Waste Generation Form | 2            | N/A       |
| 7   | Visitor Badge Request Form   | 2            | N/A       |
| 8   | Question & Answer Template   | 1            | N/A       |

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

|                |   |          |
|----------------|---|----------|
| 52.219-1 Alt I | Small Business Program Representation, Alt I                    | APR 2002 |
| 52.223-4       | Recovered Material Certification                                | MAY 2008 |
| 252.203-7005   | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to

report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36,500,000.00.

(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 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, 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:

( ) Paragraph (d) applies.

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

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

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

(ix) 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.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). 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.



(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 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 Certification. 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:

X (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 via the SAM website accessed through <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 paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |

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

(End of provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End of clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations

of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the

management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is --[insert NAICS code].

(2) The small business size standard is --[insert size standard].

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

(c) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

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

(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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.



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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_\_\_ Use with Alternate I.

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

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

\_\_\_\_\_ Use with Alternate I.

\_\_\_\_\_ Use with Alternate II.

\_\_\_\_\_ Use with Alternate III.

\_\_\_\_\_ Use with Alternate IV.

\_\_\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site 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 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 located in the SAM database.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

**INSTRUCTIONS TO OFFERORS**

**L-1 TYPE OF ACQUISITION:** This acquisition is being conducted under FAR Part 14, Sealed Bidding, procedures. It is set-aside for competition among Service-Disabled Veteran-Owned businesses under NAICS 236220, with a size standard of \$36,500,000.00.

**L-2 POINTS OF CONTACT:**

Contracting Officer: Patricia Bates

Telephone (321) 853-6146

E-Mail: [patricia.bates@us.af.mil](mailto:patricia.bates@us.af.mil)

Alternate Point of Contact: Bilkis Dinally

Telephone: (321) 853-0876

E-mail: [bilkis.dinally@us.af.mil](mailto:bilkis.dinally@us.af.mil)

45 CONS/LGCAC

Cape Canaveral AFS, Bldg 1704 Rm 2128

14640 Hangar Rd., MS 2037

Patrick AFB, FL 32925

**NOTICE TO OFFERORS:** "Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date for receipt of proposals. In the event the Government cancels this solicitation, the Government has no obligation to reimburse.

**L-3 QUESTIONS:** All questions should be submitted using Attachment 8, Questions & Answers Template, to ALL points of contact listed above and must be received **NLT 17 AUG 17**. Questions received after this date may not be answered. All answers will be posted to [www.fbo.gov](http://www.fbo.gov) as an amendment to the solicitation announcement.

**L-4 BID SUBMISSION:**

1. ONLY ELECTRONIC BIDS WILL BE ACCEPTED.

**a. All bids are to be submitted NOT LATER THAN THURSDAY , 31 AUG 17 @ 09:00 AM EDT.**

2. In accordance with FAR 52.214-12, Preparation of Bids, bid package must be completed and electronically submitted via e-mail (electronic mail) to [45conslgcaebids@us.af.mil](mailto:45conslgcaebids@us.af.mil) prior to the time/day set for bid closing in para. 13.A. of the Standard Form (SF) 1442. Bid submission in any other manner or to any other e-mail address WILL NOT be accepted. Limit the electronic bid package to 2MB; bid packages greater than 2MB run the risk of not transmitting through the government e-mail server.

3. By submission of its bid, the offeror accedes to ALL solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in a bid being determined unacceptable.

4. The electronic bid package shall include ALL of the following eight (8) separate attachments:

- a. ATTACHMENT 1: SF 1442 with blocks 14-20 completed;
- b. ATTACHMENT 2: Section B with proposed lump sum prices in the amount column of each CLIN.
- c. ATTACHMENT 3: Bid Guarantee in accordance with FAR 52.228-1 Bid Guarantee;
  - i. Electronic copies of bid guarantees will be accepted with bid package; however, upon request of the government, original copies must be produced and submitted to the government in a timely fashion.
- d. ATTACHMENT 4: Section K provisions filled in with ALL required information;

e. ATTACHMENT 5: Cost Estimate Breakdown (CECC Form 3052 or similar computer generated forms are acceptable) should have the required information requested to include the **aggregate value of each CLIN** as noted and the TOTAL aggregate price of the entire project as a whole. Submitted spreadsheets will be unprotected and contain NO passwords.

i. **The CECC Form 3052 (or similar cost estimate breakdown submitted) is for informational use only and will NOT be used for evaluation. Reference Section M for evaluation criteria to be used.** However, the information submitted may be relied upon in determining reasonableness of price in accordance with FAR 14.408-2.

5. Late bids will be handled in accordance with FAR 52.214-7, Late Submissions, Modifications, and Withdrawal of Bids.

6. Electronic Formats:

a. The subject line of the e-mailed bid package shall include the bid number and offeror's name in the following format: FA2521-17-B-0008: OFFEROR NAME. If multiple e-mails are needed to submit the required attachments, indicate in the subject line that multiple e-mails will be received using the following format: (E-mail 1 of 3), (E-mail 2 of 3), (E-mail 3 of 3). The following is a sample subject line:

i. SUBJECT: FA2521-17-B-0008: XYZ COMPANY (E-mail 2 of 3)

b. The e-mail body shall list the following information:

i. Address of the office specified in block 7 of the solicitation

ii. Time and date specified for receipt of bid

iii. Solicitation number

iv. Name and address of the offeror

c. Each complete bid response to this solicitation must be submitted individually/separately and must be properly identified. 45th Contracting Squadron, Patrick AFB, will not be responsible for electronic responses that are not submitted correctly and/or are improperly identified. If you submit and offer under the incorrect solicitation number, your offer will not be considered.

d. Files must be readable using Microsoft Office Word 2010 or (lower) or Adobe PDF (set to minimum 200 dots per inch).

e. DO NOT submit attachments using .ZIP files. Any bid package, or portion thereof, submitted as a .ZIP file will be rejected.

f. DO NOT password protect attachments.

g. To avoid rejection of an offer, offerors must make every effort to ensure their electronic submission is virus free. Submissions, or portions thereof, which the automatic system detects the presence of a virus, or which are otherwise unreadable, will be treated as "unreadable" pursuant to FAR 14.406, Receipt of an Unreadable Electronic Bid, and handled accordingly.

h. DO NOT assume electronic submission will be instantaneous. The file size and number of files to be uploaded will impact the length of time for submission and Government receipt. Offerors are required to ensure adequate time for submission and Government receipt of the bid submission by the proposal closing time.

#### **L-5 BID OPENING:**

**DATE: THURSDAY, 31 AUG 17**

**TIME: 11:00 AM EDT**

**LOCATION: Shark Center**

**805 Harrier Ave.**

**Satellite Beach, FL 32937**

**\*PLEASE NOTE: THURSDAY 31 AUG 17 @ 11:00 AM EDT is the public bid opening time only. All bids are required to be deposited/received by the bid acceptance closing date and time (31 AUG 17 @ 09:00 AM EDT) as stated in the Standard Form 1442 Block 13A.\***

## CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.204-7  | System for Award Management                              | OCT 2016 |
| 52.204-16 | Commercial and Government Entity Code Reporting          | JUL 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance        | JUL 2016 |
| 52.214-3  | Amendments To Invitations For Bids                       | DEC 2016 |
| 52.214-4  | False Statements In Bids                                 | APR 1984 |
| 52.214-5  | Submission Of Bids                                       | DEC 2016 |
| 52.214-6  | Explanation To Prospective Bidders                       | APR 1984 |
| 52.214-7  | Late Submissions, Modifications, and Withdrawals of Bids | NOV 1999 |
| 52.214-18 | Preparation of Bids-Construction                         | APR 1984 |
| 52.214-34 | Submission Of Offers In The English Language             | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency                    | APR 1991 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

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

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

(End of provision)

## 52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 150 calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.225-10 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)

52.233-2 SERVICE OF PROTEST (SEP 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;

45th Contracting Squadron  
Attn: Patrica A. Bates  
1201 Edward H. White St. MS 7200  
Patrick AFB, FL 32925

(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) (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) An organized site visit has been scheduled for:

15 Aug 17 at 09:00 AM EDT

(c) Participants will meet at:

Visitor Control Center (South Main Gate)  
Cape Canaveral Air Force Station  
Hwy 401 North, Samuel C. Philips Parkway  
Cape Canaveral Air Force Station, FL 32920

(End of provision)

#### 52.252-1 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):

<http://www.acquisition.gov/>

<http://farsite.hill.af.mil/>

(End of provision)

#### 5352.215-9001 NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996)

- (a) A pre-bid/pre-proposal conference will be conducted at **09:00 a.m Local time** on **15 Aug 17** for the purpose of answering questions regarding this solicitation.
- (b) Submit the names of all attendees to Patricia A. Bates, ([patricia.bates@us.af.mil](mailto:patricia.bates@us.af.mil)) via email no later than 08 Aug 17. 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 17 Aug 17. 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.



## Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

**BASIS FOR AWARD:** In accordance in (IAW) FAR 52.214-10 and FAR 14.4 procedures, the Government intends to make a single award to the responsible bidder (see FAR 9.1), conforming to the invitation for bid will be the most advantageous to the Government, considering only price and price related factors included in the solicitation.

Award shall not be made until all required approvals have been obtained and the award is otherwise conforms with FAR 14.103-2

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)