

<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
	<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.			

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

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

### SOLICITATION

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

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

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

**13. ADDITIONAL SOLICITATION REQUIREMENTS:**

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

**OFFER (Must be fully completed by offeror)**

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

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

AMOUNTS



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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
--	----------------	-----------------

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

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

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

## Section A - Solicitation/Contract Form

## Section B - Supplies or Services and Prices/Cost

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	DBEH 18-1547, Repair Envelope, Facility 1645: Provide labor, materials and equipment to repair Facility 1645 to include but not limited to roof, access doors, lightning protection system, 15 Ton HVAC, new access ladder, and new fall protection railing in accordance with Statement of Work (SOW) and/or drawings; please refer to section J. Purchaser's Item Code: NULL Product Service Code: Z2AA Signal Code: A Program: C2 Firm Fixed Price CIN: F3K3DH9032A0020000AA	1.0	Each		

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

### **Requirements**

Repair various building systems, refer to SOW and specifications/drawings in section J.

**Section D - Packaging and Marking**

## Section E - Inspection and Acceptance

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-12	Inspection of Construction.	1996-08
<b>0001</b>	<b>Authorized Accepting Official</b>	<b>Inspection Location</b>
Acceptance	Inspection	
Destination	Destination	
Instructions: Contracting Officer will accept for payment after inspection of work is completed.	Instructions: Inspection will be done to ensure work is completed in accordance with Statement of Work (SOW) and specifications/drawings if applicable.	
DoDAAC: FA2521	DoDAAC: F3K3DH	
Cage:	Cage:	
DunsNumber:	DunsNumber:	
Duns4Number:	Duns4Number:	
CountryCode: USA	CountryCode: USA	
FA2521 45 CONS LGC	F3K3DH 45 CES CEZ	
1201 EDWARD H WHITE II ST MS 7200	180 W SKID STRIP RD	
ADMINISTRATIVE ONLY NO REQUISITIONS	AF NO MILSBILLS PROC CP 3214670934	
PATRICK AFB, FL 32925 3237	CANAVERAL AIR STATION, FL 32925 2230	
United States	United States	
OfficeCode:	OfficeCode:	
Patricia Bates	Brian Wallace	
Telephone: 321-853-6146	Telephone: 321-853-0922	
Email: patricia.bates@us.af.mil	Email: brian.wallace@us.af.mil	

## Section F - Deliveries or Performance

0001

Delivery Schedule  
Period of  
Performance  
From  
08 AUG 2019  
to  
09 FEB 2020

### FAR Clauses Incorporated by Full Text

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

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984) The Contractor shall be required to

- (a) commence work under this contract within 30 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 180 days. The time stated for completion shall include final cleanup of the premises.

### DFARS Clauses Incorporated by Full Text

#### 252.247-7023 Transportation of Supplies by Sea. 2014-04

DFARS 252.247-7023 Basic. TRANSPORTATION OF SUPPLIES BY SEABASIC (APR 2014) (a) Definitions. As used in this clause Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor. Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies. Foreign-flag vessel means any vessel that is not a U.S.-flag vessel. Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters. Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination. (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing. U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States. (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract. (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if (i) This contract is a construction contract; or (ii) The supplies being transported are (A) Noncommercial items; or (B) Commercial items that (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment); (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643. (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that (1) U.S.-flag vessels are not available for timely shipment; (2) The freight charges are inordinately excessive or unreasonable; or (3) Freight charges are higher than charges to private persons for transportation of like goods. (d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum (1) Type, weight, and cube of cargo; (2) Required shipping date; (3) Special handling and discharge requirements; (4) Loading and discharge points; (5) Name of shipper and consignee; (6) Prime contract number; and (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and



facsimile message or letters will be sufficient for this purpose. (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information: (1) Prime contract number; (2) Name of vessel; (3) Vessel flag of registry; (4) Date of loading; (5) Port of loading; (6) Port of final discharge; (7) Description of commodity; (8) Gross weight in pounds and cubic feet if available; (9) Total ocean freight in U.S. dollars; and (10) Name of steamship company. (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief (1) No ocean transportation was used in the performance of this contract; (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract; (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format: | || ITEM DESCRIPTION || CONTRACT LINE ITEMS || QUANTITY || || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ || TOTAL || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ | (g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use. (h) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows: (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation. (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

## Section G - Contract Administration Data

Clause 252.201-7000 was entered in error and does not apply to this solicitation, please disregard.

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative	1991-12
252.204-7006	Billing Instructions.	2005-10
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12

### DFARS Clauses Incorporated by Full Text

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

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause-

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

Payment request and receiving report are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s): Construction Payment Invoice

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(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	F3K3DH
Ship To Code	NA
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	NA
Accept at Other DoDAAC	FA2521
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	FA2521

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

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

(g) WAWF point of contact.

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

patricia.bates@us.af.mil  
keona.franklin@us.af.mil  
brian.wallace.1@us.af.mil

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

(End of clause)

**Section H - Special Contract Requirements**

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	2013-11
52.203-3	Gratuities.	1984-04
52.203-5	Covenant Against Contingent Fees.	2014-05
52.203-6	Restrictions on Subcontractor Sales to the Government.	2006-09
52.203-7	Anti-Kickback Procedures.	2014-05
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2010-10
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	2014-04
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	2011-05
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	2018-10
52.204-13	System for Award Management Maintenance.	2018-10
52.204-18	Commercial and Government Entity Code Maintenance.	2016-07
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.204-22	Alternative Line Item Proposal.	2017-01
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	2018-07
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	2015-10
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	2015-11
52.211-13	Time Extensions.	2000-09
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-8	Utilization of Small Business Concerns.	2018-10
52.219-14 Deviation 2019-O0003	Limitations on Subcontracting (DEVIATION 2019-O0003)	2017-01
52.219-27 Deviation 2019-O0003	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (DEVIATION 2019-O0003)	2011-11
52.222-3	Convict Labor.	2003-06
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	2018-03
52.222-6	Construction Wage Rate Requirements.	2018-08
52.222-7	Withholding of Funds.	2014-05
52.222-8	Payrolls and Basic Records.	2018-08
52.222-9	Apprentices and Trainees.	2005-07
52.222-10	Compliance with Copeland Act Requirements.	1988-02
52.222-11	Subcontracts (Labor Standards).	2014-05
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards.	1988-02
52.222-15	Certification of Eligibility.	2014-05
52.222-21	Prohibition of Segregated Facilities.	2015-04
52.222-27	Affirmative Action Compliance Requirements for Construction.	2015-04
52.222-37	Employment Reports on Veterans.	2016-02
52.222-54	Employment Eligibility Verification.	2015-10
52.222-55	Minimum Wages Under Executive Order 13658.	2015-12
52.222-62	Paid Sick Leave Under Executive Order 13706.	2017-01
52.223-5	Pollution Prevention and Right-to-Know Information.	2011-05
52.223-6	Drug-Free Workplace.	2001-05
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2011-08
52.225-13	Restrictions on Certain Foreign Purchases.	2008-06

52.227-1	Authorization and Consent.	2007-12
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2007-12
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-11	Pledges of Assets.	2018-08
52.228-12	Prospective Subcontractor Requests for Bonds.	2014-05
52.228-14	Irrevocable Letter of Credit.	2014-11
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-23	Assignment of Claims.	2014-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2013-12
52.233-1	Disputes.	2014-05
52.233-3	Protest after Award.	1996-08
52.233-4	Applicable Law for Breach of Contract Claim.	2004-10
52.236-2	Differing Site Conditions.	1984-04
52.236-3	Site Investigation and Conditions Affecting the Work.	1984-04
52.236-5	Material and Workmanship.	1984-04
52.236-6	Superintendence by the Contractor.	1984-04
52.236-7	Permits and Responsibilities.	1991-11
52.236-8	Other Contracts.	1984-04
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	1984-04
52.236-10	Operations and Storage Areas.	1984-04
52.236-11	Use and Possession Prior to Completion.	1984-04
52.236-12	Cleaning Up.	1984-04
52.236-13	Accident Prevention.	1991-11
52.236-14	Availability and Use of Utility Services.	1984-04
52.236-15	Schedules for Construction Contracts.	1984-04
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes.	2007-06
52.244-6	Subcontracts for Commercial Items.	2019-01
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-2 Alternate I	Termination for Convenience of the Government (Fixed-Price). - (Alternate I)	2012-04
52.249-10	Default (Fixed-Price Construction).	1984-04

## DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	2011-09
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2008-12
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2013-09
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2016-05
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2015-10
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2010-12
252.223-7004	Drug-Free Work Force.	1988-09
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2013-06
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	2011-06
252.225-7048	Export-Controlled Items.	2013-06
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2012-12

## FAR Clauses Incorporated by Full Text

**52.211-12 Liquidated Damages-Construction. 2000-09**

FAR 52.211-12 Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$339.14 for the 1st day, and \$265.76 thereafter for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

FAR 52.219-28 Post-Award Small Business Program Rerepresentation (Jul 2013)

(a) Definitions. As used in this clause- Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority. Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed: The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code 238160 assigned to solicitation number FA2522119BA014. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

**52.222-26 Equal Opportunity. 2015-09**

As prescribed in 22.810(e), insert the following clause: Equal Opportunity (Sept 2015) (a) Definition. As used in this clause. "Compensation" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for

employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement. "Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation. "Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if- (1)The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or (2)The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information. "Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html). "Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html). "United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (b) (1)If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause. (2)If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5). (c) (1)The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5. (2)The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to- (i)Employment; (ii)Upgrading; (iii)Demotion; (iv)Transfer; (v)Recruitment or recruitment advertising; (vi)Layoff or termination; (vii)Rates of pay or other forms of compensation; and (viii)Selection for training, including apprenticeship. (3)The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause. (4)The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (5) (i)The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information. (ii)The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by- (A)Incorporation into existing employee manuals or handbooks; and (B)Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment. (6)The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment. (7)The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. (8)The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms. (9)The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order. (10)If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and



orders of the Secretary of Labor; or as otherwise provided by law. (11)The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. (12)The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States. (d)Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

#### 52.222-35 Equal Opportunity for Veterans. 2015-10

As prescribed in 22.1310(a)(1), insert the following clause: Equal Opportunity for Veterans (Oct 2015) (a) Definitions. As used in this clause- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301. (b)Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans. (c)Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

#### 52.222-36 Equal Opportunity for Workers with Disabilities. 2014-07

As prescribed in 22.1408(a), insert the following clause: Equal Opportunity for Workers with Disabilities (Jul 2014) (a)Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities. (b)Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

#### 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. 2010-12

As prescribed in 22.1605 , insert the following clause: Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (a)During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f). (1)Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract. (2)If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers." (b)This required employee notice, printed by the Department of Labor, may be- (1)Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2)Provided by the Federal contracting agency if requested; (3)Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or (4)Reproduced and used as exact duplicate copies of the Department of Labor's official poster. (c)The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471. (d)The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor. (e)In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law. (f)Subcontracts. (1)The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor. (2)The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause. (3)The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. (4)However, if the Contractor becomes involved in litigation with a subcontractor, or is

threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States. (End of clause)

## 52.222-50 Combating Trafficking in Persons. 2019-01

As prescribed in 22.1705(a)(1), insert the following clause: Combating Trafficking in Persons (Jan 2019) (a) Definitions. As used in this clause- "Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization. "Coercion" means- (1) Threats of serious harm to or physical restraint against any person; (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (3) The abuse or threatened abuse of the legal process. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person. "Commercially available off-the-shelf (COTS) item" means- (1) 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. "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined. "Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance. "Forced Labor" means knowingly providing or obtaining the labor or services of a person- (1) By threats of serious harm to, or physical restraint against, that person or another person; (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or (3) By means of the abuse or threatened abuse of law or the legal process. "Involuntary servitude" includes a condition of servitude induced by means of- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or (2) The abuse or threatened abuse of the legal process. "Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee. (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees; (ii) Advertising (iii) Obtaining permanent or temporary labor certification, including any associated fees; (iv) Processing applications and petitions; (v) Acquiring visas, including any associated fees; (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees; (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications; (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees; (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees; (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds; (xi) Transportation and subsistence costs- (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and (B) From the airport or disembarkation point to the worksite; (xii) Security deposits, bonds, and insurance; and (xiii) Equipment charges. (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is- (i) Paid in property or money; (ii) Deducted from wages; (iii) Paid back in wage or benefit concessions; (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to- (A) Agents; (B) Labor brokers; (C) Recruiters; (D) Staffing firms (including private employment and placement firms); (E) Subsidiaries/affiliates of the employer; (F) Any agent or employee of such entities; and (G) Subcontractors at all tiers. "Severe forms of trafficking in persons" means- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. "United States" means the 50 States, the District of Columbia, and outlying areas. (b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract; (2) Procure commercial sex acts during the period of performance of the contract; (3) Use forced labor in the performance of the contract; (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be

charged to the employee or potential employee, and, if applicable, the hazardous nature of the work; (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place; (6) Charge employees or potential employees recruitment fees; (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is- (A) Legally permitted to remain in the country of employment and who chooses to do so; or (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation; (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply. (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons. (c) Contractor requirements. The Contractor shall- (1) Notify its employees and agents of- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause. (d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause. (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value. (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract; (2) Requiring the Contractor to terminate a subcontract; (3) Suspension of contract payments until the Contractor has taken appropriate remedial action; (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; (5) Declining to exercise available options under the contract; (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or (7) Suspension or debarment. (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following: (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations. (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so. (g) Full cooperation. (1) The Contractor shall, at a minimum- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct; (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents; (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities. (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or (iii) Restrict the Contractor from- (A) Conducting an internal investigation; or (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation. (h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United

States; and (ii) Has an estimated value that exceeds \$500,000. (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate- (i) To the size and complexity of the contract; and (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons. (3) Minimum requirements. The compliance plan must include, at a minimum, the following: (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>. (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org). (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance. (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards. (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities. (4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing. (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request. (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and (ii) After having conducted due diligence, either- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions. (i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (B) Has an estimated value that exceeds \$500,000. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

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

FAR 52.225-9 Buy American-Construction Materials (May 2014)

(a) Definitions. As used in this clause- Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction material) that is- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material. Cost of components means- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material. Domestic construction material means- (1) An unmanufactured construction material mined or produced in the United States; (2) A construction material manufactured in the United States, if- (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or (ii) The construction material is a COTS item. Foreign construction material means a construction material other than a domestic construction material. United States means the 50 States, the District of Columbia, and outlying areas. (b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as

provided in paragraphs (b)(2) and (b)(3) of this clause. (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None (3)The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that- (i)The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent; (ii)The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or (iii)The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. (c)Request for determination of inapplicability of the Buy American statute. (1) (i)Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including- (A)A description of the foreign and domestic construction materials; (B)Unit of measure; (C)Quantity; (D)Price; (E)Time of delivery or availability; (F)Location of the construction project; (G)Name and address of the proposed supplier; and (H)A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause. (ii)A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. (iii)The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued). (iv)Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination. (2)If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause. (3)Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute. (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers: Foreign and Domestic Construction Materials Price Comparison Construction Material Description Unit of Measure Quantity || Price (Dollars)\* Item 1: Foreign construction material Domestic construction material Item 2: Foreign construction material Domestic construction material contact include name, address for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).] |

(End of clause)

#### 52.227-4 Patent Indemnity-Construction Contracts. 2007-12

As prescribed in 27.201-2(d)(1), insert the following clause: Patent Indemnity-Construction Contracts (Dec 2007) Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under ( 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

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

FAR 52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract. (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. (1)The Contractor's request for progress payments shall include the following substantiation: (i)An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested. (ii)A listing of the amount included for work performed by each subcontractor under the contract. (iii)A listing of the total amount of each subcontract under the contract. (iv)A listing of the amounts previously paid to each such subcontractor under the contract. (v)Additional supporting data in a form and detail required by the Contracting Officer. (2)In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if- (i)Consideration is specifically authorized by this contract; and (ii)The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract. (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.) I hereby certify, to the best of my knowledge and belief, that- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier

in accordance with the terms and conditions of the subcontract; and (4) This certification is not to be construed as final acceptance of a subcontractor's performance. \_\_\_\_ (Name) \_\_\_\_ (Title) \_\_\_\_ (Date) (d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall- (1) Notify the Contracting Officer of such performance deficiency; and (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until- (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount. (e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage. (f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract. (g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums. (h) Final payment. The Government shall pay the amount due the Contractor under this contract after- (1) Completion and acceptance of all work; (2) Presentation of a properly executed voucher; and (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C.6305). (i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A contract action is any action resulting in a contract, as defined in FARsubpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. (j) Interest computation on unearned amounts. In accordance with 31 U.S.C.3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and (2) Deducted from the next available payment to the Contractor.

(End of clause)

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

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

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.) (a) Invoice payments-

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows: (i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project. (A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14 thday after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements. (B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor. (ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract). (A) The due date for making such payments is the later of the following two events: (1) The 30 thday after the designated billing office receives a proper invoice from the Contractor. (2) The 30 thday after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of

claims), acceptance is deemed to occur on the effective date of the contract settlement. (B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements. (2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs(a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner. (i) Name and address of the Contractor. (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.) (iii) Contract number or other authorization for work or services performed (including order number and line item number). (iv) Description of work or services performed. (v) Delivery and payment terms (e.g., discount for prompt payment terms). (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment). (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice. (viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts. (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT. (xi) Any other information or documentation required by the contract. (3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs(a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty. (i) The designated billing office received a proper invoice. (ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount. (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor. (4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part1315. (i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities. (ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR52.233-1, Disputes. (5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part1315. (6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part1315 in addition to the interest penalty amount only if- (A) The Government owes an interest penalty of \$1 or more; (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid. (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required; (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and (3) State that payment of the principal has been received, including the date of receipt. (B) If there is no postmark or the postmark is illegible- (1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made. (b) Contract financing payments.



If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause. (c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following: (1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract. (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause- (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty. (3) Subcontractor clause flowdown. A clause requiring each subcontractor to- (i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and (ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. (d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that- (1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond; (2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and (3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if- (i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and (ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause. (e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall- (1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment; (2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause; (3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause; (4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and- (i) Make such payment within- (A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i) of this clause; or (B) Seven days after the Contractor recovers such funds from the Government; or (ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty; (5) Notice to Contracting Officer. Notify the Contracting Officer upon- (i) Reduction of the amount of any subsequent certified application for payment; or (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying- (A) The amounts withheld under paragraph (e)(1) of this clause; and (B) The dates that such withholding began and ended; and (6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until- (i) The day the identified subcontractor performance deficiency is corrected; or (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause. (f) Third-party deficiency reports- (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause. (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall- (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty. (g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying- (1) The amount to be withheld; (2) The specific causes for the withholding under the terms of the subcontract; and (3) The



remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld. (h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount. (i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute. (j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor. (k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty. (l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); (ii) Affected contract number and delivery order number if applicable; (iii) Affected line item or subline item, if applicable; and (iv) Contractor point of contact. (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer. (End of clause)

#### 52.236-4 Physical Data. 1984-04

FAR 52.236-4 All information to be furnished or made available to offerors before award that pertains to the performance of the work should be identified in the clause. When paragraphs are not applicable they may be deleted. 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 by 45th Civil Engineering Squadron personnel.

(b) Weather conditions reference 45th weather squadron website at <http://www.patrick.af.mil/weather/index.asp>.

(End of clause)

#### 52.236-21 Specifications and Drawings for Construction. 1997-02

As prescribed in 36.521, insert the following clause: Specifications and Drawings for Construction (Feb 1997) (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided. (b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated. (c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed." (d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract. (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause. (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue

an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued. (g)The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

#### 52.236-26 Preconstruction Conference. 1995-02

As prescribed in 36.522 , insert the following clause: Preconstruction Conference (Feb 1995) If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed. (End of clause)

#### 52.246-21 Warranty of Construction. 1994-03

As prescribed in 46.710(e)(1), the contracting officer may insert a clause substantially as follows in solicitations and contracts when a fixed-price construction contract (see 46.705 (c)) is contemplated, and the use of a warranty clause has been approved under agency procedures: Warranty of Construction (Mar 1994) (a)In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. (b)This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession. (c)The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of- (1)The Contractor's failure to conform to contract requirements; or (2)Any defect of equipment, material, workmanship, or design furnished. (d)The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. (e)The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. (f)If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. (g)With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall- (1)Obtain all warranties that would be given in normal commercial practice; (2)Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and (3)Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer. (h)In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. (i)Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design. (j)This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

#### 52.248-3 Value Engineering-Construction. 2015-10

Value Engineering-Construction (Oct 2015) (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause. (b) Definitions. Collateral costs, as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property. Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes. Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP. Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP. Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause). Value engineering change proposal (VECP) means a proposal that- (1)Requires a change to this, the instant contract, to implement; and (2)Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change- (i)In deliverable end item quantities only; or (ii)To the contract type only. (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs(c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following: (1)A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance. (2)A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions. (3)A separate, detailed cost estimate for (i)the affected portions of the existing contract requirement and (ii)the VECP. The cost reduction associated with

the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause. (4)A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs. (5)A prediction of any effects the proposed change would have on collateral costs to the agency. (6)A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule. (7)Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known. (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer. (e)Government action. (1)The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP. (2)If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort. (3)Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer. (f)Sharing- (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by- (i)45 percent for fixed-price contracts; or (ii)75 percent for cost-reimbursement contracts. (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to- (i)Accept the VECP; (ii)Reduce the contract price or estimated cost by the amount of instant contract savings; and (iii)Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee. (g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings. (h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$70,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP. (i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering-Construction clause of contract resulting from solicitation FA252119BA014, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations. If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms unlimited rights and limited rights are defined in part 27 of the Federal Acquisition Regulation.)

## 52.252-2 Clauses Incorporated by Reference. 1998-02

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/vmdfara.htm>

(End of clause)

## 52.252-6 Authorized Deviations in Clauses. 1984-04

FAR 52.252-6 Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert (DEVIATION) after the date of the clause. Authorized Deviations in Clauses (Apr 1984) (a)The use in this solicitation or contract of any Federal Acquisition Regulation(FAR) (48 CFR Chapter1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause. (b )The use in this solicitation or contract of any Defense Federal Acquisition Supplement (DFARS). (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

## DFARS Clauses Incorporated by Full Text

### 252.236-7001 Contract Drawings and Specifications. 2000-08

DFARS 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:

Please reference section J

(End of clause)

## AFFARS Clauses Incorporated by Full Text

### 5352.201-9101 Ombudsman 6/1/2016

"(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. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, AFICA/OL-SPC Director or Deputy Director of Contracting, 150 Vandenberg Street, Peterson AFB CO 80914, (P) 719-554-5300, (F) 719-554-5299, afica.ks.wf@us.af.mil.

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

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

(End of Clause)

### 5352.242-9000 Contractor Access to Air Force Installations 11/1/2012

"(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 <<1>> 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 <<2>> citing the appropriate paragraphs 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 Attachments

Document	Title	No. of Pages
1	RMD Form	9
2	Statement of Work	4
3	Drawings (11x17)	22
4	Drawings (22x34)	22
5	Haz Waste Form	2
6	Form 3052 - Constr Cost Est Breakdown	1
7	Precon 05 - Badge Request 45 SFS Form	2
8	Wage Determination as of 030119	8

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

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	2016-07
52.214-3	Amendments to Invitations for Bids.	2016-12
52.214-4	False Statements in Bids.	1984-04
52.214-5	Submission of Bids.	2016-12
52.214-6	Explanation to Prospective Bidders.	1984-04
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids.	1999-11
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	2016-02

### DFARS Clauses Incorporated by Reference

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

### FAR Clauses Incorporated by Full Text

#### 52.203-2 Certificate of Independent Price Determination. 1985-04

FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985) (a)The offeror certifies that- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to- (i)Those prices; (ii)The intention to submit an offer; or (iii)The methods or factors used to calculate the prices offered. (2)The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3)No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b)Each signature on the offer is considered to be a certification by the signatory that the signatory- (1)Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs(a)(1) through (a)(3) of this provision; or (2) (i)Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs(a)(1) through (a)(3) of this provision \_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]; (ii)As an authorized agent, does certify that the principals named in subdivision(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs(a)(1) through (a)(3) of this provision; and (iii)As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs(a)(1) through (a)(3) of this provision. (c)If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the dis-closure.

(End of clause)

#### 52.204-8 Annual Representations and Certifications. 2018-10

FAR 204-8 Annual Representations and Certifications (Oct 2018) (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238160 (2) The small business size standard is \$15.0 million. (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies. (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes: (i)[ ] Paragraph (d) applies. (ii)[ ] Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation. (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated: (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless- (A) The acquisition is to be made under the simplified acquisition procedures in part 13; (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or (C) The



solicitation is for utility services for which rates are set by law or regulation. (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000. (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations. (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management. (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that- (A) Are not set aside for small business concerns; (B) Exceed the simplified acquisition threshold; and (C) Are for contracts that will be performed in the United States or its outlying areas. (vi) 52.209-2, 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 Delinquent 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) 52.223-1, 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. (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items. (xviii) 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.) (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1. (xx) 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 \$80,317, the provision with its Alternate II applies. (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies. (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5. (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations. (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations. (xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions. (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.] \_\_\_\_ (i) 52.204-17, Ownership or Control of Offeror. \_\_\_\_ (ii) 52.204-20, Predecessor of Offeror. \_\_\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products. \_\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification. \_\_\_\_ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. \_\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). \_\_\_\_ (vii) 52.227-6, Royalty Information. \_\_\_\_ (A) Basic. \_\_\_\_ (B) Alternate I. \_\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software. (d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. | FAR Clause # Title Date Change || \_\_\_\_ | Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**52.209-7 Information Regarding Responsibility Matters. 2018-10**  
**FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

(a) Definitions. As used in this provision- Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. Federal contracts and grants with total value greater than \$10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

(c) If the offeror checked has in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more. (iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000. (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

## 52.219-1 Small Business Program Representations. 2014-10

FAR 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- 238160. (2) The small business size standard is \$15.0 Million. (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)

## 52.222-22 Previous Contracts and Compliance Reports. 1999-02

FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999) The offeror represents that- It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; It ☐ has, ☐ has not filed all required compliance reports; and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

FAR 52.222.23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

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

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

Goals for Minority Participation for each trade:

Goals for Female Participation for each trade:

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Florida, Brevard, Cape Canaveral Air Force Station (CCAFS).

(End of provision)

## 52.228-1 Bid Guarantee. 1996-09

FAR 52.228-1 Bid Guarantee (Sept 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, 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 clause)

## DFARS Clauses Incorporated by Full Text

### 252.204-7007 Alternate A Alternate A, Annual Representations and Certifications. 2015-01

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 and contracts when contract performance will be in Italy. (viii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain. (ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold. (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: \_\_\_\_ (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 website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. | FAR/DFARS Provision # || Title || Date || Change || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ || \_\_\_\_ | Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database. (End of provision)

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

### Instructions to Bidders

#### 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 Small Business (SDVOSB) under NAICS 238160, with a size standard of \$15,000,000.00.

#### L-2 POINTS OF CONTACT:

Contracting Specialist: Keona L Franklin  
Telephone: (321) 853-0868  
E-mail: keona.franklin@us.af.mil

Contracting Officer: Patricia Bates  
Phone: (321) 853-6146  
Email: patricia.bates@us.af.mil

45 CONS/PKAC  
Cape Canaveral AFS, Bldg 1704 Rm 2128  
14640 Hangar Rd., MS 2037  
Patrick AFB, FL 32925

#### L-3 QUESTIONS:

All questions should be submitted to ALL points of contact listed above and must be received no later than 17 June 19 @ 2:00 p.m. EST. 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 received NOT LATER THAN Monday 01 July 19 @ 9:00 AM EST, please send bids to [patricia.bates@us.af.mil](mailto:patricia.bates@us.af.mil).

2. In accordance with FAR 52.214-12, Preparation of Bids, bid package must be completed and electronically submitted via email(electronic mail) to [patricia.bates@us.af.mil](mailto:patricia.bates@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 five separate documents:

a. SF 1442 with blocks 14-20 completed;

b. Section B with proposed individual total price for the CLIN 0001 in the amount column;

c. Bid Guarantee in accordance with FAR 52.228-1 Bid Guarantee; 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 manner.

d. Section K provisions filled in with ALL required information;

e. Cost estimate breakdown (CECC Form 3052) should have the required information requested to include the aggregate value of CLIN(s). Submitted spreadsheets will be unprotected and contain NO passwords. The CECC Form 3052 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: FA252119BA014: 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:

SUBJECT: FA252116B0002: 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, Cape Canaveral AFS, 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. 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.

g. 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 closing time.

L-5 BID OPENING:

DATE: Monday, 01 Jul 19

TIME: 1:00 PM EST

LOCATION: Shark Center 815 Harrier Ave. Satellite Beach, FL 32937

\*PLEASE NOTE: Monday, 01 Jul 19 @ 1:00 PM EST is the public bid opening time only. All bids are required to be deposited/received by the bid acceptance closing date and time (01 Jul 19 @ 09:00 AM EST) as stated in the Standard Form 1442 Block 13A.\*

## FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-7	System for Award Management.	2018-10
52.214-12	Preparation of Bids.	1984-04
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-34	Submission of Offers in the English Language.	1991-04
52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	2014-05

## DFARS Clauses Incorporated by Reference

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

## **FAR Clauses Incorporated by Full Text**

### **52.216-1 Type of Contract. 1984-04**

FAR 52.216-1 Type of Contract (Apr 1984) The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

### **52.233-2 Service of Protest. 2006-09**

FAR 52.233-2 Service of Protest (Sept 2006) (a)Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

45th Contracting Squadron  
ATTN: Patricia A. Bates  
14640 Hangar Road  
CCAFS/Bldg 1704, MS 2037  
Patrick AFB, FL 32925

(b) The copy of any protest shall be received in the office designated above within oneday of filing a protest with the GAO.

(End of provision)

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

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—

CCAFS Thursday 13 June 19 at 10:00 AM EST

Participants will meet at—

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

(c) Please provide a badging request form for those who will attend to Keona Franklin, keona.franklin@us.af.mil. This information must be provided by 04 June 19 at 4:00 PM EST in order to ensure access to the military base/site.

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

FAR 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://farsite.hill.af.mil/vmfara.htm>

(End of provision)

### **52.252-5 Authorized Deviations in Provisions. 1984-04**

FAR 52.252-5 Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert (DEVIATION) after the date of the provision. Authorized Deviations in Provisions (Apr 1984) (a)The use in this solicitation of any Federal Acquisition Regulation (FAR) (48 CFR Chapter1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision. (b)The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48



CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

## Section M - Evaluation Factors for Award

### BASIS FOR AWARD:

In accordance with (IAW) FAR 52.214-19 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 (IFB), considering price as included in the Invitation for Bid (IFB). Award shall not be made until all required approvals have been obtained and the award otherwise conforms with FAR 14-103.2. Award shall be made on an "all" or "none" basis.

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05
52.232-15	Progress Payments Not Included.	1984-04

### FAR Clauses Incorporated by Full Text

#### 52.219-2 Equal Low Bids. 1995-10

FAR 52.219-2 Equal Low Bids (Oct 1995) (a)This provision applies to small business concerns only. (b)The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price. \_\_\_\_ (c)Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern. (End of provision)