



**DEPARTMENT OF THE AIR FORCE**  
**AIR FORCE LIFE CYCLE MANAGEMENT CENTER**  
**WRIGHT-PATTERSON AIR FORCE BASE OHIO**

28 Aug-23

MEMORANDUM FOR: Prospective Offerors

FROM: AFLCMC/PZICA

SUBJECT: Solicitation, Request for Proposal (RFP), FA860123R0022 AMENDMENT 1

1. AMENDMENT 1 contains the following administrative updates in **bold**:

- a. Solicitation closing date: 1:00PM Eastern **Daylight** Time (**EDT**) on 04 Oct 2023
- b. FAR 52.216-19 Order Limitations – **Fill-ins updated**
- c. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction – **Fill-ins updated**

2. Schedule dates outlined within the solicitation have not changed as a result of this update.

Attachments:

1. 1442 FA860123R0022

**CHRISTMANN.MEGAN.E.1536447551** Digitally signed by  
CHRISTMANN.MEGAN.E.1536447  
551  
Date: 2023.08.28 14:43:29 -04'00'

MEGAN E. CHRISTMANN, GS-13, USAF  
Contracting Officer

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER FA860123R0022	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 Of 82
	<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 23-3200
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7. ISSUED BY FA8601 AFLCMC PZIO 1940 ALLBROOK DR RM 109, BLDG 1 937 257 6803 WRIGHT PATTERSON AFB, OH 45433-5344 UNITED STATES Amanda Sergent, Email: amanda.sergent.2@us.af.mil Telephone: 937-713-7505	CODE FA8601	8. ADDRESS OFFER TO FA8601 AFLCMC PZIO CP 937 656 5842, 1940 ALLBROOK DR BLDG 1 RM 109 WRIGHT PATTERSON AFB, OH 45433-5344 UNITED STATES
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9. FOR INFORMATION CALL: CALL:  Amanda Sergent	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 937-713-7505
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**SOLICITATION**

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

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

Project Title: Repair Electrical Systems

REQUEST FOR PROPOSAL

The work consists of furnishing all labor, equipment, appliances, devices and materials, and performing all operations necessary in connection with ZHTV 23-3200, "Repair Electrical Systems" including removals and miscellaneous work as specified and as shown, indicated, or noted on the drawings to be provided in individual orders. The site of the work is the Area A, Area B and all other properties owned by Wright-Patterson Air Force Base, Ohio.

This acquisition is a 100% SMALL BUSINESS SET-ASIDE. The total aggregate amount/contract maximum is is \$9.9M.

NAICS Code 238210, Size Standard \$19M

Enter price in Section B. Please use a Typewriter or Black Ink.

This is a request for Proposal. A public bid opening will not be held.

SITE VISIT FOR SEED PROJECT WILL TAKE PLACE ON: 06 Sep 23 at 9:00 AM (See FAR 52.236-27 Alt I.)

- Note 1: Hard copies of the solicitation will not be provided. The documents may be found and downloaded at <https://beta.sam.gov>  
 Note 2: "Notice to Offeror(s)/Supplier(s): FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS EFFORT. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs."  
 Note 3: The insurance required for FAR 52.228-5 shall be IAW FAR 28.310.  
 Note 4: Any and all costs incurred by a prospective Offeror as a result of this solicitation are entirely at the Offeror's own risk.  
 Note 5: The most current wage determination at the time of award will be incorporated in Section J.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>1825</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>FAR 52.211-10</u> ).
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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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 30
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 01:00 PM (hour) local time 04 Oct 2023 (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 365 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

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

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

AMOUNTS

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**  
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER									
DATE.									

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

Repair Electrical Systems

Proposal Identifier: FA860123R0022

Date: 28 Aug 2023

## Section B - Supplies or Services & Prices or Costs

### Additional Information/Notes

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	<p>IDIQ (Electrical Systems Repair) - Ordering Period 1</p> <p>Ordering Period: 31 January 2024 - 30 January 2025</p> <p>The Contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation and supervision capabilities to accomplish a broad range of Repair Electrical System work on real property at Wright Patterson AFB, OH. Type of facilities the contractor can expect (not all inclusive): Research and development, secure areas, airfields, flight line, infrastructure, administrative, industrial, etc. All work is to be accomplished in accordance with the terms and conditions of the contract and the attachments listed in Section J. The total value of orders placed during the ordering period covered by this CLIN shall comply with the constraints of the order limitations shown in FAR 52.216-19 and shall not exceed the overall contract maximum of \$9.9 Million.</p> <p>FOB: Destination</p> <p>Product Service Code: 6150</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Project		
0002	<p>IDIQ (Electrical Systems Repair) - Ordering Period 2</p> <p>Ordering Period: 31 January 2025 - 30 January 2026</p> <p>The Contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation and supervision capabilities to accomplish a broad range of Repair Electrical System work on real property at Wright Patterson AFB, OH. Type of facilities the contractor can expect (not all inclusive): Research and development, secure areas, airfields, flight line, infrastructure, administrative, industrial, etc. All work is to be accomplished in accordance with the terms and conditions of the contract and the attachments listed in Section J. The total value of orders placed during the ordering period covered by this CLIN shall comply with the constraints of the order limitations shown in FAR 52.216-19 and shall not exceed the overall contract maximum of \$9.9 Million.</p> <p>FOB: Destination</p> <p>Product Service Code: 6150</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Project		
	<p>IDIQ (Electrical Systems Repair) - Ordering Period 3</p> <p>Ordering Period: 31 January 2026 - 30 January 2027</p> <p>The Contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation and supervision capabilities to accomplish a broad range of Repair Electrical System work on real property at Wright Patterson AFB, OH. Type</p>				

0003	<p>of facilities the contractor can expect (not all inclusive): Research and development, secure areas, airfields, flight line, infrastructure, administrative, industrial, etc. All work is to be accomplished in accordance with the terms and conditions of the contract and the attachments listed in Section J. The total value of orders placed during the ordering period covered by this CLIN shall comply with the constraints of the order limitations shown in FAR 52.216-19 and shall not exceed the overall contract maximum of \$9.9 Million.</p> <p>FOB: Destination</p> <p>Product Service Code: 6150 Pricing Arrangement: Firm Fixed Price</p>	1	Project		
0004	<p>IDIQ (Electrical Systems Repair) - Ordering Period 4</p> <p>Ordering Period: 31 January 2027 - 30 January 2028</p> <p>The Contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation and supervision capabilities to accomplish a broad range of Repair Electrical System work on real property at Wright Patterson AFB, OH. Type of facilities the contractor can expect (not all inclusive): Research and development, secure areas, airfields, flight line, infrastructure, administrative, industrial, etc. All work is to be accomplished in accordance with the terms and conditions of the contract and the attachments listed in Section J. The total value of orders placed during the ordering period covered by this CLIN shall comply with the constraints of the order limitations shown in FAR 52.216-19 and shall not exceed the overall contract maximum of \$9.9 Million.</p> <p>FOB: Destination</p> <p>Product Service Code: 6150 Pricing Arrangement: Firm Fixed Price</p>	1	Project		
0005	<p>IDIQ (Electrical Systems Repair) - Ordering Period 5</p> <p>Ordering Period: 31 January 2028 - 30 January 2029</p> <p>The Contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation and supervision capabilities to accomplish a broad range of Repair Electrical System work on real property at Wright Patterson AFB, OH. Type of facilities the contractor can expect (not all inclusive): Research and development, secure areas, airfields, flight line, infrastructure, administrative, industrial, etc. All work is to be accomplished in accordance with the terms and conditions of the contract and the attachments listed in Section J. The total value of orders placed during the ordering period covered by this CLIN shall comply with the constraints of the order limitations shown in FAR 52.216-19 and shall not exceed the overall contract maximum of \$9.9 Million.</p> <p>FOB: Destination</p> <p>Product Service Code: 6150 Pricing Arrangement: Firm Fixed Price</p>	1	Project		
	<p>OPTION</p> <p>IDIQ (Electrical Maintenance ) - OPTION TO EXTEND</p>				

<p>Option Line Item 0006</p>	<p>THE TERM OF THE CONTRACT IAW FAR 52.217-9</p> <p>Option Period: 31 January 2029 - 31 July 2029</p> <p>The Contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation and supervision capabilities to accomplish a broad range of Repair Electrical System work on real property at Wright Patterson AFB, OH. Type of facilities the contractor can expect (not all inclusive): Research and development, secure areas, airfields, flight line, infrastructure, administrative, industrial, etc. All work is to be accomplished in accordance with the terms and conditions of the contract and the attachments listed in Section J. The total value of orders placed during the ordering period covered by this CLIN shall comply with the constraints of the order limitations shown in FAR 52.216-19 and shall not exceed the overall contract maximum of \$9.9 Million.</p> <p>FOB: Destination</p> <p>Product Service Code: 6150 Pricing Arrangement: Firm Fixed Price</p>	<p>1</p>	<p>Project</p>		
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## **Section C - Description/Specifications/Statement of Work**

**Descriptions and Specification:** All drawings, specifications, and addenda (if applicable) are included as attachments to this document as indicated in Section J, List of Attachments.

### **Requirements**

Repair Electrical Systems

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

## Section E - Inspection and Acceptance

### FAR Clauses Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996
52.246-12	Inspection of Construction.	Aug 1996
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	Aug 1996
52.246-16	Responsibility for Supplies.	Apr 1984

### DFARS Clauses Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	Apr 2012

**Section F - Deliveries or Performance**

Overall Contract Delivery Period

From date of lead time event to beginning of performance  
10 Calendar Days

Date of Notice to Proceed Receipt

From date of lead time event to completion of performance  
1825 Calendar Days

Date of Notice to Proceed Receipt

Line Item	Delivery Schedule	Estimated Quantity	Address and POC	Special Handling/Notes
0001		1 Project		FoB Details Contractor Destination
0002		1 Project		FoB Details Contractor Destination
0003		1 Project		FoB Details Contractor Destination
0004		1 Project		FoB Details Contractor Destination
0005		1 Project		FoB Details Contractor Destination
Option Line Item 0006		1 Project		FoB Details Contractor Destination

**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date
52.211-17	Delivery of Excess Quantities.	Sep 1989
52.211-18	Variation in Estimated Quantity.	Apr 1984
52.242-15	Stop-Work Order.	Aug 1989
52.242-17	Government Delay of Work.	Apr 1984
52.247-34	F.o.b. Destination.	Nov 1991

**DFARS Clauses Incorporated by Reference**

**Number**  
252.247-7023

**Title**  
Transportation of Supplies by Sea.

**Effective Date**  
Jan 2023

## Section G - Contract Administration Data

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991

### DFARS Clauses Incorporated by Full Text

#### 252.232-7006 Wide Area WorkFlow Payment Instructions. Jan 2023

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

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

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

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

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

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

#### TBD on Each Individual Task Order

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

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

TBD on Each Individual Task Order

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

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>TBD on Each Individual Task Order</u>
Issue By DoDAAC	<u>FA8601</u>
Admin DoDAAC	<u>FA8601</u>
Inspect By DoDAAC	<u>TBD on Each Individual Task Order</u>
Ship To Code	<u>TBD on Each Individual Task Order</u>
Ship From Code	<u>TBD on Each Individual Task Order</u>
Mark For Code	<u>TBD on Each Individual Task Order</u>
Service Approver (DoDAAC)	<u>TBD on Each Individual Task Order</u>
Service Acceptor (DoDAAC)	<u>TBD on Each Individual Task Order</u>
Accept at Other DoDAAC	<u>TBD on Each Individual Task Order</u>
LPO DoDAAC	<u>TBD on Each Individual Task Order</u>
DCAA Auditor DoDAAC	<u>TBD on Each Individual Task Order</u>
Other DoDAAC(s)	<u>TBD on Each Individual Task Order</u>

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

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

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

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

(g) *WAWF point of contact.*

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

TBD on Each Individual Task Order

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

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

(End of clause)

## Section H - Special Contract Requirements

### DFARS Clauses Incorporated by Full Text

#### 252.211-7003 Item Unique Identification and Valuation. Jan 2023

As prescribed in 211.274-6(a)(1), use the following clause:

##### ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

TBD on Individual Task Orders

—

—

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

TBD on Individual Task Orders

—

—

*(If items are identified in the Schedule, insert "See Schedule in this table.")*

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number TBD on Individual Task Orders.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number TBD on Individual Task Orders.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) TBD on Individual Task Orders, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	Jun 2020
52.203-3	Gratuities.	Apr 1984
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-6 Alternate I	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Nov 2021
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020
52.203-7	Anti-Kickback Procedures.	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015
52.210-1	Market Research.	Nov 2021
52.211-5	Material Requirements.	Aug 2000
52.211-13	Time Extensions.	Sep 2000
52.215-2	Audit and Records-Negotiation.	Jun 2020
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020
52.219-8 Deviation 2023-O0002	Utilization of Small Business Concerns (DEVIATION 2023-O0002)	Dec 2022
52.222-3	Convict Labor.	Jun 2003
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	May 2018
52.222-6	Construction Wage Rate Requirements.	Aug 2018
52.222-7	Withholding of Funds.	May 2014
52.222-8	Payrolls and Basic Records.	Jul 2021
52.222-9	Apprentices and Trainees.	Jul 2005
52.222-10	Compliance with Copeland Act Requirements.	Feb 1988
52.222-11	Subcontracts (Labor Standards).	May 2014
52.222-12	Contract Termination-Debarment.	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014
52.222-14	Disputes Concerning Labor Standards.	Feb 1988
52.222-15	Certification of Eligibility.	May 2014
52.222-19	Child Labor-Cooperation with Authorities and Remedies.	Dec 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment.	Jun 2020
52.222-21	Prohibition of Segregated Facilities.	Apr 2015
52.222-26	Equal Opportunity.	Sep 2016
52.222-27	Affirmative Action Compliance Requirements for Construction.	Apr 2015
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	Aug 2018
52.222-35	Equal Opportunity for Veterans.	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020
52.222-37	Employment Reports on Veterans.	Jun 2020
52.222-50	Combating Trafficking in Persons.	Nov 2021
52.222-54	Employment Eligibility Verification.	May 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.	Sep 2013
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.223-5 Alternate I	Pollution Prevention and Right-to-Know Information. (Alternate I)	May 2011
52.223-6	Drug-Free Workplace.	May 2001

52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	Jun 2016
52.223-15	Energy Efficiency in Energy-Consuming Products.	May 2020
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	Aug 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Jun 2020
52.223-19	Compliance with Environmental Management Systems.	May 2011
52.223-20	Aerosols.	Jun 2016
52.223-21	Foams.	Jun 2016
52.225-1	Buy American-Supplies	Oct 2022
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021
52.227-1	Authorization and Consent.	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020
52.227-4	Patent Indemnity-Construction Contracts.	Dec 2007
52.228-2	Additional Bond Security.	Oct 1997
52.228-5	Insurance-Work on a Government Installation.	Jan 1997
52.228-11	Individual Surety-Pledge of Assets.	Feb 2021
52.228-12	Prospective Subcontractor Requests for Bonds.	Dec 2022
52.228-14	Irrevocable Letter of Credit.	Nov 2014
52.229-3	Federal, State, and Local Taxes.	Feb 2013
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021
52.232-17	Interest.	May 2014
52.232-18	Availability of Funds.	Apr 1984
52.232-23	Assignment of Claims.	May 2014
52.232-25 Alternate I	Prompt Payment. (Alternate I)	Feb 2002
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-37	Multiple Payment Arrangements.	May 1999
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023
52.233-1	Disputes.	May 2014
52.233-3	Protest after Award.	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004
52.236-2	Differing Site Conditions.	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984
52.236-5	Material and Workmanship.	Apr 1984
52.236-6	Superintendence by the Contractor.	Apr 1984
52.236-7	Permits and Responsibilities.	Nov 1991
52.236-8	Other Contracts.	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984
52.236-10	Operations and Storage Areas.	Apr 1984
52.236-11	Use and Possession Prior to Completion.	Apr 1984
52.236-12	Cleaning Up.	Apr 1984
52.236-13	Accident Prevention.	Nov 1991
52.236-14	Availability and Use of Utility Services.	Apr 1984
52.236-15	Schedules for Construction Contracts.	Apr 1984
52.236-17	Layout of Work.	Apr 1984
52.236-21	Specifications and Drawings for Construction.	Feb 1997
52.242-13	Bankruptcy.	Jul 1995
52.242-14	Suspension of Work.	Apr 1984
52.243-1	Changes-Fixed-Price.	Aug 1987
52.243-4	Changes.	Jun 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jun 2023
52.245-1	Government Property.	Sep 2021
52.245-1 Alternate I	Government Property. (Alternate I)	Apr 2012
52.245-9	Use and Charges.	Apr 2012
52.246-23	Limitation of Liability.	Feb 1997
52.247-68	Report of Shipment (REPSHIP).	Feb 2006
52.249-2 Alternate I	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Sep 1996
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements).	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984
52.249-10	Default (Fixed-Price Construction).	Apr 1984
52.249-10 Alternate I	Default (Fixed-Price Construction). (Alternate I)	Apr 1984
52.253-1	Computer Generated Forms.	Jan 1991

## DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
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252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022
252.203-7003	Agency Office of the Inspector General.	Aug 2019
252.203-7004	Display of Hotline Posters.	Jan 2023
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Jan 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Jan 2023
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Jun 2023
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.211-7007	Reporting of Government-Furnished Property.	Mar 2022
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023
252.223-7004	Drug-Free Work Force.	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023
252.225-7001	Buy American and Balance of Payments Program.	Jan 2023
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	Oct 2020
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	Apr 2003
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	Jan 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023
252.227-7033	Rights in Shop Drawings.	Apr 1966
252.229-7011	Reporting of Foreign Taxes - U.S. Assistance Programs.	Sep 2005
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	Mar 2020
252.232-7010	Levies on Contract Payments.	Dec 2006
252.236-7005	Airfield Safety Precautions.	Dec 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.	Jan 2023
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Jan 2023
252.245-7002	Reporting Loss of Government Property	Jan 2021
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010
252.246-7008	Sources of Electronic Parts.	Jan 2023

## FAR Clauses Incorporated by Full Text

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

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

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

The Contractor shall be required to (a) commence work under this contract within TBD on Each Individual Task Order[Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than TBD on Each Individual Task Order.\* The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

## 52.211-12 Liquidated Damages-Construction. Sep 2000

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

### LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

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

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

(End of clause)

## 52.216-18 Ordering. Aug 2020

As prescribed in 16.506(a), insert the following clause:

### ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 31 January 2024 through 30 January 2029 (if option is exercised, this date extends to 31 July 2029)[insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

## 52.216-19 Order Limitations. Oct 1995

As prescribed in 16.506(b), insert a clause substantially the same as follows:

### ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,000[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$9.9M[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of \$9.9M[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### **52.216-22 Indefinite Quantity. Oct 1995**

As prescribed in 16.506(e), insert the following clause:

#### INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after TBD on Each Individual Task Order[insert date].

(End of clause)

### **52.217-9 Option to Extend the Term of the Contract. Mar 2000**

As prescribed in 17.208(g), insert a clause substantially the same as the following:

#### OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days[*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months(months) (years).

(End of clause)

### **52.219-14 Deviation 2021-O0008 Limitations on Subcontracting (DEVIATION 2021-O0008) Feb 2023**

#### **52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008)**

Use the following clause in lieu of the Federal Acquisition Regulation (FAR) clause 52.219-14, as prescribed at FAR 19.507(e):

#### LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to--

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are--
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are--
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

*[Contracting Officer check as appropriate.]*

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

### 52.219-28 Post-Award Small Business Program Rerepresentation. Mar 2023

As prescribed in 19.309(c)(1), insert the following clause:

#### POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

(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-*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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:

(1) The Contractor represents that it  is,  is not a small business concern under \_\_\_\_ NAICS Code assigned to \_\_\_\_ contract number.

(2) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ \_\_\_\_ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ \_\_\_\_ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]

(6) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not a veteran-owned small business concern.

(7) [ *Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.* ] The Contractor represents that it  is,  is not a service-disabled veteran-owned small business concern.

(8) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents 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 (h)(8) (i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. \_\_\_\_ [The Contractor 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.

[\_\_\_\_ Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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)

## **52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. Jun 2016**

As prescribed in 23.804(a)(1), insert the following clause:

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

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

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

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

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

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

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

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

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

Warning

Contains (or manufactured with, if applicable) \*TBD on Each Individual Task Order, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

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

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

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

(ii) Contract number; and

(iii) Equipment/appliance;

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

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

(ii) At the end of contract performance.

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

(End of clause)

## **52.225-11 Buy American-Construction Materials under Trade Agreements. Dec 2022**

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

### **BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEC 2022)**

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

*Caribbean Basin country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

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

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

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

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

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or 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.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

*Designated country* means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

*Designated country construction material* means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

*Domestic construction material* means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

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

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

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

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

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

*Free Trade Agreement country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

*Least developed country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

*WTO GPA country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

TBD on Each Individual Task Order [Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components.* (1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.* (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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)(4)(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)*
Item1			
Foreign construction material	<u>TBD on Each Individual Task Order</u>	—	—

Domestic construction material	<u>TBD on Each Individual Task Order</u>	_____	_____
Item1			
Foreign construction material	<u>TBD on Each Individual Task Order</u>	_____	_____
Domestic construction material	<u>TBD on Each Individual Task Order</u>	_____	_____

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

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

[ Include other applicable supporting information. ]

(End of clause)

**52.228-15 Performance and Payment Bonds-Construction. Jun 2020**

As prescribed in 28.102-3(a), insert a clause substantially as follows:

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

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

*Original contract price* means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.* (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified

check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,  
Financial Management,  
Service Surety Bond Branch,  
3700 East West Highway,  
Room 6 F01,  
Hyattsville, MD 20782.

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### **52.232-1 Payments. Apr 1984**

As prescribed in 32.111(a)(1), insert the following clause, appropriately modified with respect to payment due date in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, a fixed-price service contract, or a contract for nonregulated communication services is contemplated:

##### **PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

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

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

##### **PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)**

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

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

- (1) The Contractor's request for progress payments shall include the following substantiation:
  - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
  - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
  - (iii) A listing of the total amount of each subcontract under the contract.
  - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
  - (v) Additional supporting data in a form and detail required by the Contracting Officer.

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

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

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

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

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

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

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

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

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

TBD on Each Individual Task Order (Name)

TBD on Each Individual Task Order (Title)

TBD on Each Individual Task Order (Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

### **52.232-8 Discounts for Prompt Payment. Feb 2002**

As prescribed in 32.111(b)(1), insert the following clause:

#### DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

### **52.232-11 Extras. Apr 1984**

As prescribed in 32.111(c)(2), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

#### EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

### **52.232-25 Prompt Payment. Jan 2017**

As prescribed in 32.908(c), insert the following clause:

#### PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause 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 (EFT). 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)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments- (1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30 thday after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30 thday after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of 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) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C.182(3)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7 thday after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C.4003(3)), as close as possible to, but not later than, the 7 thday after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C.499a(4)), as close as possible to, but not later than, the 10 thday after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C.4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *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)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(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 the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(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) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) 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.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *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)(4)(i) through (a)(4)(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, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *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 Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7 thday (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, 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 FAR 52.233-1, Disputes.

(6) *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 Part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 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)(7)(ii) of this clause, postmarked not later than 40 days after 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 is 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 40th day 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 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *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)

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

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 Part 1315.

(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 FAR 52.233-1, 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 Part 1315.

(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 Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to-

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Sevendays after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Sevendays after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon-

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C.3903(c)(1)), from the 8 thday after receipt of the withheld amounts from the Government until-

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) *Third-party deficiency reports-* (1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(1) *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)

### **52.236-26 Preconstruction Conference. Feb 1995**

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)

### **52.243-6 Change Order Accounting. Apr 1984**

As prescribed in 43.205(f), the contracting officer may insert a clause, substantially the same as follows:

#### CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

### **52.246-21 Warranty of Construction. Mar 1994**

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.

(End of clause)

### 52.248-3 Value Engineering-Construction. Oct 2020

As prescribed in 48.202 , insert the following clause:

#### VALUE ENGINEERING-CONSTRUCTION (OCT 2020)

(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 \$75,000 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 TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

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

(End of clause)

#### **52.252-2 Clauses Incorporated by Reference. Feb 1998**

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

##### CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov \_\_\_\_\_ [Insert one or more Internet addresses]

(End of clause)

#### **52.252-4 Alterations in Contract. Apr 1984**

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

##### ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

TBD \_\_\_\_\_

(End of clause)

#### **52.252-6 Authorized Deviations in Clauses. Nov 2020**

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

##### AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

#### **DFARS Clauses Incorporated by Full Text**

#### **252.217-7027 Contract Definitization. May 2023**

As prescribed in 217.7406(b), use the following clause:

CONTRACT DEFINITIZATION (MAY 2023)

(a) A Indefinite Delivery Indefinite Quantity [*insert specific type of contract action*] is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include-

- (1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;
- (2) All clauses required by law on the date of execution of the definitive contract action; and
- (3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit a fixed price [*insert type of proposal; e.g., fixed-price or cost-and-fee*] proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR 52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows [*insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data*]:

TBD

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (e);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price [*insert "cost/price ceiling" or "firm-fixed price"*] in no event to exceed \$9.9M [*insert the not-to-exceed amount*].

(End of clause)

**252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. Apr 2003**

As prescribed in 225.7307(a), use the following clause.

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

(APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to-

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of TBD on Each Individual Task Order, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

**252.236-7001 Contract Drawings and Specifications. Aug 2000**

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

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

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

(c) In general--

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

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

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

Title	File		Drawing No.
<u>TBD on Each Individual Task Order</u>	_____		_____

(End of clause)

**252.245-7004 Reporting, Reutilization, and Disposal Dec 2017**

As prescribed in 245.107(5), use the following clause:

REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

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

(1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes-

(i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) "Ineligible transferees" means individuals, entities, or countries-

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) *Inventory disposal schedules.* Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmil.com/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) *Appropriate Federal Condition Codes.* See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) *Inherently dangerous Contractor inventory.* Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) *Disposal of scrap.*

(1) *Contractor with scrap procedures.*

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap

dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) *Sale of surplus Contractor inventory.*

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) *Restrictions on purchase or retention of Contractor inventory.*

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) *Demilitarization, mutilation, or destruction on Contractor or subcontractor premises.* Item(s) TBD on Each Individual Task Order require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) *Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.*

(A) Item(s) TBD on Each Individual Task Order require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) *Failure to demilitarize.* If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser-

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

## Supplemental Clauses Incorporated by Full Text

### 5352.201-9101 Ombudsman Oct 2019

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Col. Todd Dye; todd.dye@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

### 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) Jul 2023

(a) Contractors shall not:

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

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

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

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

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

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

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

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

(End of clause)

### **5352.242-9000 Contractor Access to Air Force Installations Oct 2019**

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver s license, current vehicle registration, and a valid vehicle insurance certificate to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

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

(End of clause)

## Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	1. 2023 ELECTRICAL STATEMENT OF WORK FINAL 24 JULY 23	Statement of Work	SOW	24 Jul 2023	
02	2. Electrical RFP Cross Reference Matrix_17 Aug 2023	Proposal	Electrical RFP Cross Reference Matrix	17 Aug 2023	
03	3. Repair Electrical Systems IDIQ Pricing Worksheet 24 July 2023	Cost Data Summary	RFP Pricing Worksheet	24 Jul 2023	
04	4. Electrical Seed - SOO Buidling 34067 Replace Switch Gear	Statement of Objectives	SEED SOO	15 May 2023	
05	5. Wage Determination (Greene Co)	Wage Determination	Wage Determination - Greene	07 Aug 2023	
06	6. Wage Determination (Montgomery Co)	Wage Determination	Wage Determination - Montgomery	07 Aug 2023	

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

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-17	Ownership or Control of Offeror.	Aug 2020
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	Feb 2016
52.223-1	Biobased Product Certification.	May 2012

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023

### FAR Clauses Incorporated by Full Text

#### 52.204-8 Annual Representations and Certifications. Mar 2023

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

##### ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

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

(2) The small business size standard is \$19M[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i)  Paragraph (d) applies.

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

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

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

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

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

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

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

[X] (i) 52.204-17, Ownership or Control of Offeror.

[X] (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

[ ] (vii) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____			

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

(End of provision)

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. Nov 2021**

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

**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT  
(NOV 2021)**

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

Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

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

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

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

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

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

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

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

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

(End of provision)

## 52.204-26 Covered Telecommunications Equipment or Services-Representation. Oct 2020

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

### COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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

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

(c)

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

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

(End of provision)

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

As prescribed at 9.104-7(b), insert the following provision:

### INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in-

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

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

## 52.209-13 Violation of Arms Control Treaties or Agreements-Certification. Nov 2021

As prescribed in 9.109-5 , insert the following provision:

### VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

TBD (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

TBD (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
  - (i) Waived application under 22 U.S.C. 2593e(d) or (e); or
  - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

**52.219-1 Alternate I Small Business Program Representations. (Alternate I) Sep 2015**

*Alternate I (Sept2015).* As prescribed in 19.309(a)(2) add the following paragraph (c)(9) to the basic provision:, add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

## 52.219-1 Deviation 2023-O0002 Small Business Program Representations (DEVIATION 2023-O0002) Dec 2022

### 52.219-1 Small Business Program Representations (DEVIATION 2023-O0002).

Effective December 19, 2022, insert the provision in solicitations exceeding the micro-purchase threshold when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied this part in accordance with 19.000(b)(1)(ii).

(a) Use the provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard.

(b) Use the provision with its Alternate II in solicitations that will result in a multiple-award contract with more than one NAICS code assigned. This is authorized for solicitations issued after October 1, 2025 (see 19.102(b)).

#### Small Business Program Representations (DEVIATION 2023-O0002) (DEC 2022)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*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 \$850,000 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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

(2) The small business size standard is \$19M [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(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) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(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

(i) It [ ] is, [ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ ] is, [ ] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. 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-

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

- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. Jun 2020

As prescribed in 29.402-3(a), insert the following provision:

### TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-
  - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

- (1) It  is  is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

## DFARS Clauses Incorporated by Full Text

### 252.204-7007 Alternate A Alternate A, Annual Representations and Certifications. May 2021 Alternate A, Annual Representations and Certifications.

As prescribed in 204.1202, use the following provision:

#### ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

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

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

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

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

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS 1 PROGRAM INFORMATION

#### 1.1 Program Structure and Objectives

The Repair Electrical Systems Contract is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract for electrical construction projects which are specific to Wright-Patterson Air Force Base, Ohio and applicable to individual task orders. The type of work the Contractor can expect (not inclusive): Repair Electrical Systems including low and medium voltage electrical system / component diagnostics, alterations, repairs and replacements, including removals. Work during this contract will include but is not limited to instrumentation / controls, transformers, switchgear, panel boards, distribution equipment, circuit protective devices, motor controllers, generator assemblies including transfer switches, fire alarm systems, power filters / conditioners, lightning protection, interior / safety / special purpose lighting systems / accessories, and conductors / cables / terminations. It is anticipated that the majority of work required for a single Task Order will be as described above and a minority will be ancillary work which will be other than electrical necessary to accomplish a single Task Order. Ancillary work may include but is not limited to the removal / reinstallation of ceiling systems, wall systems and floor systems. The site of the work is Area A, Area B and all other properties owned by Wright-Patterson Air Force Base, Ohio.

#### 1.2 Budget/Funding Information

This contract will have a nine million, nine hundred thousand (\$9.9M) dollar ceiling for CLINs 0001-0006. The minimum order of \$2,000 will be obligated via an order issued after the announcement of the successful offeror.

### 2 GENERAL INSTRUCTIONS

The offeror's proposal must include all data and information requested by this Instructions to Offerors (ITO) and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Statement of Work (SOW) and Model Contract. Non-conformance with the instructions provided in this ITO may result in an unfavorable proposal evaluation.

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but, rather, shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities or experience and will base its evaluation on the information presented in the offeror's proposal.

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

The proposal acceptance period is specified in Section A of the model contract/solicitation. By signing in block 30, as required by Section A of the Contract Documentation Volume IV, the offeror agrees that the proposal is valid through the specified dates in Blocks 13d and 17 of Standard Form (SF) 1442.

#### 2.1 Point of Contact

The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for clarification may be sent to the CO at the address located in Section A of the model contract/solicitation. The POCs are megan.christmann@us.af.mil and ljuan.benbow.1@us.af.mil.

#### 2.2 Debriefings

Offerors excluded from the competitive range may request a pre-award debriefing or a post-award debriefing upon notification of exclusion from the competitive range. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The CO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

#### 2.3 Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale as well as the remedies the offeror is asking the CO to consider as related to the omission or error.

#### 2.4 Electronic Reference Documents

All referenced documents for this solicitation are available on the SAM website at <https://sam.gov/>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

#### 2.5 Communications

Exchanges of source selection information between Government and offerors will be controlled by the CO. Email or the DoD SAFE (<https://safe.apps.mil/>) system will be used to transmit such information. See paragraph 3.4 below for more information about electronic offers and communication through email and DoD SAFE.

### 3 PROPOSAL PREPARATION INSTRUCTIONS

### 3.1 Organization/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth in the Proposal Organization Table (table below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits. Proposals are to be digital products only. No paper, hard copies are required or accepted. The contents of each proposal volume are described in the ITO paragraph as noted in the table below:

VOLUME	ITO Paragraph Number	VOLUME TITLE	PAGE LIMIT
I	4.1	Executive Summary	3
II	4.2	Technical	25
III	5	Price	No limit
IV	6	Contract Documentation	No limit

#### 3.1.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and excess pages will be redacted prior to sending to the evaluation team. Each page shall be counted except the following: Cover pages, tables of contents, tabs, and glossaries. Page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

#### 3.1.2 Page Size and Format

A page is defined as each face of a sheet of paper containing information. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be double spaced. Except for the reproduced sections of the solicitation document, the font shall be Times New Roman, and the text size shall be no less than 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1- inch margins on the top and bottom and 3/4-inch side margins. Pages shall be numbered sequentially by volume. These page size and format restrictions shall apply to responses to ENs. These limitations shall apply to electronic proposals. Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated and legible. For tables, charts, graphs and figures, the text shall be no smaller than 10 point.

### 3.2 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume.

### 3.3 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

### 3.4 Electronic Offers

The proposal shall be submitted via email or the DoD SAFE system (<https://safe.apps.mil/>). Emails or DoD SAFE drops shall be sent to both the primary and alternate POC listed in section 2.1 above.

Email: Offeror generated emails should use email encryption to the maximum extent practicable. All emails transmitted from the primary and alternate POC will be encrypted. Offerors should remain cognizant of the file sizes included within emails sent to the POCs. If the file size is too large, there is a high potential that servers will block the email. It is recommended that the offerors include a read receipt for emails submitted to the POCs or use DoD SAFE.

DoD SAFE: For large file sizes, it is recommended that DoD SAFE is utilized to transmit information. In order to submit via DoD SAFE, a drop-off request is required. To receive a DoD SAFE drop-off, email both the primary and alternate POC no more than 14 days and no less than 3 days prior to proposal submittal date.

3.5 Each proposal shall include the Offeror's name, solicitation number, volume number, and title. The proposal shall be structured as set forth in the table in paragraph 3.1 above, where each item listed in the table shall be a separate folder containing the appropriate file(s). Use separate folders to permit rapid location of all portions, including Subfactors, required plans, exhibits, appendices, and attachments, if any. If files are compressed in a format other than .zip, the necessary decompression program must be included. The proposal shall be submitted in a format readable by Adobe, Microsoft (MS) Office Word, MS Office Excel, MS Office Project, and MS Office PowerPoint, as applicable. The proposal shall be in a searchable text format and shall not be password protected. Electronic files shall be titled - Repair Electrical Systems \_ Contractor \_ Name \_ WPAFB \_ 2023.

## 4 PROPOSAL ORGANIZATION

### 4.1 Volume I Executive Summary

In the executive summary volume, the offeror shall provide the following information:

#### 4.1.1 Narrative Summary

The narrative summary of the entire proposal should be concise, and highlighting any key or unique features, excluding price. The salient features should tie in with Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal. The Offeror shall also make a clear statement that proposal is valid in accordance with Blocks 13d and 17 of SF 1442.

#### 4.1.2 Table of Contents

Include a master table of contents of the entire proposal.

### 4.2 Volume II - Technical Volume

#### 4.2.1 General

The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

#### 4.2.2 Format and Specific Content

Technical proposals shall be limited to 25 pages of text (excluding Certification of US Ownership, Prior Experience and Self-Performance Compliance Gate pages). This page limitation applies to the total number of pages for items: Prior Experience, Management Approach, and Project Planning and Execution. Title Page, Table of Contents, Cover Letter, personnel resumes, glossaries, and cross-reference matrix are excluded from the 25-page limitation. The page limitation also does not apply to the Seed Project documentation. Pages in excess of 25 pages will be redacted and will not be evaluated.

#### 4.2.3 Technical

In the technical volume, address your technical solution for meeting the Government's minimum performance or capability requirements of each technical subfactor.

#### 4.2.4 Volume Organization

The Technical volume shall be organized according to the following general outline:

Table of Contents

List of Tables and Drawings

Glossary Cross

Reference Matrix

#### **STEP ONE:**

Certification of US Ownership Compliance Gate

Prior Experience and Self-Performance Compliance Gate

#### **STEP TWO: (If proposal passes Step One)**

Factor 1: Technical

Subfactor 1: Management Approach

Subfactor 2: Project Planning and Execution

NOTE: This subfactor contains portions that will apply to the Basic Contract and also the Seed Project. Be sure to read the instructions for Subfactor 2 carefully.

#### **Certification of US Ownership Compliance Gate:**

The following information must be provided for Step 1 (see paragraph 2.1 of Section M) of the evaluation process. Any offeror who does not meet this compliance gate will be ineligible for award.

The offeror shall:

Provide documentation showing that the prime Contractor level is US owned/operated Contractors /companies; foreign Contractors are prohibited to participate at this particular level. Provide certification by the Joint Certification Program (JCP) administered by the Defense Logistics Information Service (DLIS). To apply for certification submit DD Form 2345 in accordance with the instructions found on the form. The form can be found at:

[https://www.dla.mil/Portals/104/Documents/J3LogisticOperations/FIC/JCP/J3\\_DDForm2345Instructions\(Oct2022\)\\_221005.pdf?ver=dLEK75KpKWRfj3e5wMI8BQ%3D%3D](https://www.dla.mil/Portals/104/Documents/J3LogisticOperations/FIC/JCP/J3_DDForm2345Instructions(Oct2022)_221005.pdf?ver=dLEK75KpKWRfj3e5wMI8BQ%3D%3D).

If an offeror has not received certification by the Joint Certification Program (JCP) administered by the Defense Logistics Information Service (DLIS) at the time of proposal submission, then they shall provide proof that the DD Form 2345 was completed and submitted for approval as part of the proposal. The proposal shall also include the following statement: "Approved certification by the Joint Certification Program shall be submitted to the Contracting Officer immediately upon receipt of approval." Once formal certification is received by the offeror, they shall submit this certification to the Contracting Office. If approved certification is not received by the Contracting Office prior to the time of award, then the offeror shall not be considered for award.

#### **Prior Experience and Self-Performance Compliance Gate:**

The following information must be provided for Step 1 (see paragraph 2.1 of Section M) of the evaluation process. Any offeror who does not meet this compliance gate will be ineligible for award. Provide submissions for the Self-Performance for projects in which you and/or your Joint Venture Partner(s) were the \*Electrical Contractor that identifies the requirements in a clear and accurate manner. All information provided in the submission shall be accurate and forthcoming.

\* The Contract Awardee or a combination of the Joint Venture (JV) partners that have provided the labor(excluding managers, supervisors, and administrative labor) to self-perform for the majority of the work repairing electrical systems as described paragraph 1.1 Section L

The offeror shall:

A. Identify and describe twelve (12) Repair Electrical Systems project descriptions of on- going or completed efforts within the past five (5) years from the date of RFP issuance in which your firm performed as the Electrical Contractor. Work experience of proposed hired personnel shall not be considered for this subfactor. (Applicable to the Basic Contract only)

B. Provide at least five (5) projects with a contract value between \$50,000 to \$125,000 (of the twelve(12)projects listed in A). (Applicable to the Basic Contract only)

C. Provide at least five (5) projects with a contract value between \$125,000 to \$250,000 (of the twelve(12)projects listed in A). (Applicable to the Basic Contract only)

D. Provide at least two (2) projects with a contract value greater than \$250,000 (of the twelve (12)projects listed in A). (Applicable to the Basic Contract only)

E. Provide projects scopes above shall be comprised of the following: Five (5) projects within secured facilities meeting ICD 705 requirements; Five (5) projects with Military/ Air Force Laboratories Facilities; One (1) project pertaining to Airfield (support); and One (1) project within an around the clock operation.(of the twelve (12) projects listed in A).

Note: A single project may potentially satisfy more than one of the above requirements, as defined in E. above. Clearly state which requirement a project is fulfilling. Each project provided shall include the contract number, customer name and point of contact (POC) information, date of project completion, and final price.

#### **Subfactor 1: Management Approach**

The offeror shall:

A. Submit an approach which describes the offeror's proposed resources and capabilities to manage and execute multiple (25+) concurrent task orders. The approach shall address how the offeror plans to deploy personnel to meet the multiple demands of this contract. (Reference SOW Section 1) (Applicable to the Basic Contract only)

B. Describe how the offeror plans to manage, supervise, and coordinate organic work force / subcontractors /partners. The description shall include organizational structure, hierarchical relationships, responsibilities, and lines of authority established for the contract. Include an organizational chart detailing the organization described in your proposal. The organizational chart shall include names and qualifications of proposed personnel to include key positions as defined in Section 3 of the SOW. Include descriptions pertaining to the management of both the design and construction phases of potential task orders. (Applicable to the Basic Contract only)

C. If the proposal is based on a teaming/partnership relationship, the offeror shall provide all required solicitation information for all parties, including a copy of the teaming/partnership agreement. Any agreement shall include information which identifies the responsibilities for each entity under this contract and demonstrates the intent of the business relationship between the firms. If the proposal is not based on a teaming /partnership relationship, state so. (Reference SOW Section 44) (Applicable to the Basic Contract only)

D. Provide evidence (personnel resumes) of qualified key personnel as defined in Section 3 of the SOW(Applicable to Basic Contract only).

#### **Subfactor 2: Project Planning and Execution**

The offeror shall provide:

- A. A description of the offeror's process for the development and review of submittals and final construction documents to include the contents of a typical electrical construction project task order submittal. (Reference SOW Sections 3, 9, 13, 14, and 17) (Applicable to the Basic Contract)
- B. A description of the processes the offeror shall utilize to develop and track the work schedule for task orders. (Reference SOW Sections 13, 15, 27, and 44) (Applicable to the Basic Contract)
- C. A description of the offeror's process for the development and review of the initial Statement of Work submittals and final construction documents to include the contents of a typical electrical construction projects task order submittal. (Reference SOW Section 13.2). (Applicable to the Seed Project)
- D. A description of the processes the offeror shall utilize to develop and track the work schedule for task orders. (Reference SOW Sections 13, 15, 27, 44) (Applicable to the Seed Project).
- E. A proposal in response to the seed project. This item is not included in the 25-page limitation for technical proposals and is therefore not limited as to the number of pages. The proposal for the Seed Project shall be writing and include elements as described in Statement of Work. Using a full list of allowable RS Means line items and (if applicable) non-pre-priced line items (Reference SOW Section 9), demonstrate how the effort will be accomplished through a proposal breakout. The breakout shall specify how the contract coefficients are properly applied to the proposed price of this effort. The proposed coefficients for the Base Period shall be applied to the seed project. (Applicable to the Seed Project)

## **5.0 Volume III - Factor 2: Price**

### **5.1 General Instructions**

All pricing information shall be addressed in this section.

#### **5.1.1 Price Reasonableness**

This section is to assist you in submitting data other than certified cost or pricing data that is required to evaluate the reasonableness and balance of your proposed cost/price. Compliance with these requirements is mandatory and failure to comply may result in rejection of your proposal. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be a reason to reject an offeror's proposal. Offers should be sufficiently detailed to demonstrate their reasonableness and balance. The burden of proof for credibility of proposed prices rests with the offeror.

#### **5.1.2 Price Data**

Data beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your price position. All data relating to the proposed price, including all required supporting documentation, must be included in the section of the proposal designated as the Price volume. Under no circumstances shall this data and documentation be included elsewhere in the proposal.

#### **5.1.3 Cost or Pricing Data Requirements**

The CO has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the CO will review this determination and if, in the CO's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. In accordance with FAR 15.403-1(b) and 15.403-3(a), data other than certified cost or pricing data may be required to support a determination of price reasonableness. Data shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the CO determines that there is insufficient data available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit additional cost or pricing data.

**5.1.4 Rounding** All dollar amounts provided shall be rounded to the nearest dollar. The coefficient shall be rounded to two decimal places and the Seed Task Price shall be rounded to the nearest dollar.

### **5.2 Volume Organization**

The Price volume shall consist of the following sections:

**SECTION 1** - Table of Contents; summary descriptions of estimating and accounting practices.

**SECTION 2** - The offeror shall complete the RFP PRICING WORKSHEET (see Section J, Attachment 3 of the RFP) and follow the instructions within that document completely. The four proposed coefficients shall include the appropriate elements identified in Section 9.G of the Statement of Work (See Section J, Attachment 1 of the RFP). Offerors shall provide a separate description explaining how their coefficients were developed including any escalation if incorporated. Also include how you account for bonding costs, G&A, profit and any other relevant build-up items. Offerors shall also provide the "Seed Task Price" on the RFP PRICING WORKSHEET that was detailed in Subfactor 2 Project Planning and Execution.

**SECTION 3** - Other information to support Section 2 including base support, long lead costs, termination costs, etc. List each exception to the qualifications of the Price volume, if any. Provide complete rationale for any exceptions.

## **6.0 Volume IV Contract Documentation**

### **6.1 Model Contract/Representations and Certifications**

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Model Contract, and Sections A through K.

**6.1.1 Section A - Solicitation/Contract Form**

Completion of blocks 30A and signature and date for blocks 30B and 30C of the SF 1442. Signature by the offeror on the SF 1442 constitutes an offer, which the Government may accept.

**6.1.2 Section B - Supplies or Services and Prices**

Completed pricing information in Attachment 3, RFP PRICING WORKSHEET (Section L attachment of the RFP in Section 7.0 below). Section B of the contract does not need to be filled out as this worksheet fulfills the requirement.

**6.1.3 Section F - Deliveries or Performance**

The Government will provide a description of the ordering periods.

**6.1.4 Section G - Contract Administrative Data**

The Government will provide the payment instructions.

**6.1.5 Section H - Special Contract Requirements**

The Government will provide any special clauses. The Offeror will provide fill-ins if required.

**6.1.6 Section I - Contract Clauses**

Review and agree with the clauses as listed.

**6.1.7 Section K - Representations, Certifications, and other Statements of Offerors.**

Completed representations, certifications, acknowledgments and statements.

**6.2 Other Information Required**

**6.2.1 Authorized Offeror Personnel**

Provide the name, title, and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

**6.2.2 Government Offices**

Contract Administration Office:

AFLCMC/PZICA

DoDAAC: FA8601

1940 Allbrook Drive, Bldg. 1, Room 111

Wright-Patterson AFB OH 45433 5309

megan.christmann@us.af.mil

Government Paying Office:

TBD on each individual task order.

**6.2.3 Company/Division Address, Identifying Codes, and Applicable Designations**

Provide company/division's street address, county and facility code; CAGE code; DUNS code; TIN; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s).

**6.2.4 Attachments to the Model Contract**

The Government shall provide the following as attachments to the model contract: Statement of Work.

**7.0 List of Attachments:** Section L attachments listed below are provided as separate files.

Attachment 1: Statement of Work (SOW) for Repair Electrical Systems

Attachment 2: Solicitation Cross-Reference Matrix

Attachment 3: RFP PRICING WORKSHEET

Attachment 4: Electrical SEED - SOO

**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017
52.204-7	System for Award Management.	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020
52.204-22	Alternative Line Item Proposal.	Jan 2017
52.214-34	Submission of Offers in the English Language.	Apr 1991
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014
52.236-28	Preparation of Proposals-Construction.	Oct 1997

**DFARS Clauses Incorporated by Reference**

Number	Title	Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Mar 2022
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023
252.225-7003	Report of Intended Performance Outside the United States and Canada -Submission with Offer	Oct 2020

**FAR Clauses Incorporated by Full Text**

**52.207-4 Economic Purchase Quantity-Supplies. Aug 1987**

As prescribed in 7.203 , insert the following provision:

**ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

TBD on Each Individual Task Order

\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total
<u>TBD on Each Individual Task Order</u>	_____	_____	_____

—	—	—	—
—	—	—	—
—	—	—	—

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

**52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions. Jun 1988**

As prescribed in 11.204(c), insert a provision substantially the same as the following:

AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUNE 1988)

The specifications cited in this solicitation may be obtained from:

(Activity) address) TBD

—

—

(Telephone number) \_\_\_\_

(Person to be contacted) \_\_\_\_

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

**52.215-1 Instructions to Offerors-Competitive Acquisition. Nov 2021**

As prescribed in 15.209(a), insert the following provision:

INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (NOV 2021)

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

*Discussions* are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

*In writing*, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*Proposal modification* is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*Proposal revision* is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

*Time*, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**52.216-1 Type of Contract. Apr 1984**

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

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

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

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

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

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<u>11.5%</u>	<u>6.9%</u>
[ <i>Contracting Officer shall insert goals</i> ]	[ <i>Contracting Officer shall insert goals</i> ]

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

(c) The Contractor's compliance with Executive Order 12466, 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 12466, 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 Wright-Patterson AFB, OH (Greene and Montgomery County) [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the state, county, and city].

(End of provision)

### 52.233-2 Service of Protest. Sep 2006

As prescribed in 33.106 , insert the following provision:

#### SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Megan E. Christmann, AFLCMC/PZICA, megan.christmann@us.af.mil . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of provision)

### 52.236-27 Alternate I Site Visit (Construction). (Alternate I) Feb 1995

*Alternate I* (FEB 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for-

06 Sep 23, 9:00 AM[Insert date and time]

(c) Participants will meet at-

Hope Hotel (Large Parking Lot Area) (Look for the bus) Area A, Bldg 823 (Outside of Gate 12A, access road to the right) Wright-Patterson AFB, OH 45433. All offerors planning to attend shall submit the names, state of driver's license, driver's license number of all attendees (not to exceed three individuals) to amanda.sergent.2@us.af.mil NLT 2:00 PM on 24 Aug 2023. This information must be provided in advance in order to ensure access to the military base and adequate space for all visiting attendees. [Insert location]

### 52.252-1 Solicitation Provisions Incorporated by Reference. Feb 1998

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

#### SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov \_\_\_\_\_ [Insert one or more Internet addresses]

(End of provision)

### 52.252-3 Alterations in Solicitation. Apr 1984

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

#### ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

TBD \_\_\_\_\_

(End of clause)

**52.252-5 Authorized Deviations in Provisions. Nov 2020**

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

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement[insert regulation name](48 CFR Chapter Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.211-7002 Availability for Examination of Specifications, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents. Dec 1991**

As prescribed in 211.204(c), use the following provision:

AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

<u>N/A</u>
(Insert complete address)

(End of provision)

**252.215-7008 Only One Offer. Dec 2022**

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

ONLY ONE OFFER (DEC 2022)

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

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

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

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

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

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

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

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

(End of provision)

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS FOR AWARD

#### 1 GENERAL

##### 1.1 Basis for Contract Award

This is a Lowest Price Technically Acceptable source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 15, Contracting by Negotiation, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), the Department of the Air Force Federal Acquisition Regulation Supplement (DAFFARS), DoD Source Selection Procedures, Appendix C, 20 August 2022, and Air Force Mandatory Procedures 5315.3. The Government will select the proposal with the lowest price from among those that are technically acceptable.

**1.2** A contract may be awarded to the offeror who is deemed responsible in accordance with FAR Part 9.1, Responsible Prospective Contractors, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors, to represent the lowest priced technically acceptable proposal. While the Government will strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

##### 1.3 Number of Contracts to be Awarded

The Government intends to award a single Indefinite Delivery-Indefinite Quantity (IDIQ) contract for the performance of all requirements as defined in this solicitation for the Repair Electrical Systems. However, based on the quality of proposals submitted, budgetary limitations, or other appropriate reasons, the Government reserves the right to not award a contract resulting from this solicitation.

##### 1.4 Exclusion of Grossly Deficient Proposals

The Government may exclude a proposal from this competition without evaluating the proposal against the Evaluation Factors herein if an initial assessment of the proposal shows the proposal to be grossly deficient. Grossly deficient proposals are proposals that fail to address essential requirements of the solicitation, fail to furnish information demonstrating compliance with mandatory solicitation requirements set forth in the solicitation, or in some other manner do not represent a reasonable initial effort by the offeror to address the requirements of the solicitation.

##### 1.5 Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal does not meet the Government's requirements and is not considered correctable, the offeror may be eliminated from the competitive range.

##### 1.6 Discussions

The Government intends to award a contract without discussions or without the opportunity for proposal revision but reserves the right to conduct discussions if necessary. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and, thus, ineligible for award.

##### 1.7 Solicitation Requirements, Terms and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or subfactors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to determine any such exceptions unacceptable and the proposal, therefore, ineligible for award.

### 2 EVALUATION FACTORS

#### 2.1 SOURCE SELECTION PROCESS FLOW

The Government will perform this source selection in the following manner:

##### STEP ONE:

Certification of US Ownership Compliance Gate: The Government will review the offeror's initial proposal as defined in Section L (Certification of US Ownership) of the solicitation. **Any proposal received that does not meet the requirement for this gate will be ineligible for award.**

Prior Experience and Self-Performance Compliance Gate: The Government will review the offeror's initial proposal for evidence of experience as the \*Electrical Contractor as defined in Section L (Prior Experience and Self-Performance) of the solicitation. (Applicable to the Basic Contract) **Any proposal received that does not meet the requirements for this gate will not be further evaluated and will be ineligible for award.**

\*The Contract Awardee or a combination of the Joint Venture (JV) partners that have provided the labor(excluding managers, supervisors and administrative labor) to self-perform for the majority of the work repairing electrical systems as described paragraph 1.1 Section L

**STEP TWO:**

**2.2 Evaluation Factors and Subfactors**

The following evaluation factors and subfactors will be used to evaluate each proposal which passes STEP ONE. The Government will evaluate proposals for acceptability, but will not rank the proposals by the non-price factors or subfactors.

**Factor 1: Technical**

Subfactor 1: Management Approach

Subfactor 2: Project Planning and Execution

Note: In the subfactors below, paragraphs are noted with either "Applicable to the Basic Contract" or "Applicable to the Seed Project" to clarify how you should be addressing the Measure of Merit.

**Factor 2: Price**

**2.3 Technical Factor**

The Government's technical evaluation team will evaluate the technical proposals on a pass/fail basis, assigning one of the ratings described below for each subfactor. Any subfactor evaluated as "Unacceptable" will render the entire proposal unacceptable and, therefore, unawardable. Only those proposals determined to be technically acceptable, either initially or as a result of discussions (if used), will be considered for award. However, the offeror is cautioned that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

**TABLE 1 - TECHNICAL RATINGS**

<b>Adjectival Rating Description</b>	<b>Description</b>
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

The proposals shall be evaluated against the following technical subfactors:

**Subfactor 1: Management Approach**

Description: This subfactor evaluates the offeror's home office and on-site management approach, teaming approach, and key personnel qualifications.

Measure of Merit: This requirement is met when the offeror's proposal describes:

- A. Sound approach to manage and execute multiple (25+) concurrent task orders. (Reference SOW Section 1) (Applicable to Basic Contract only)
- B. Sound approach to manage, supervise, and coordinate subcontractors/partners. (Reference SOW Section 3)(Applicable to Basic Contract only)
- C. Sound teaming/partnership agreement (not pertaining to subcontractors) or a statement that no such relationship will be used. (Reference SOW Section 44) (Applicable to Basic Contract only)
- D. Sound approach to staffing the positions as described in the SOW, Section 3. (Applicable to Basic Contract only).

**Subfactor 2: Project Planning and Execution**

Description: This subfactor evaluates the offeror's approach to executing the design and construction of task orders.

Measure of Merit: This requirement is met when the proposal describes:

- A. A sound project planning approach for the initial Statement of Work submittals and final construction documents for design/build task orders. (Reference SOW Sections 3, 9, 13, 14, and 17) (Applicable to the Basic Contract)
- B. A sound project execution approach for tracking and communicating task order schedules. (Reference SOW Sections 13, 15, 27, 44) (Applicable to the Basic Contract)
- C. A sound project planning approach for the initial Statement of Work submittals and final construction documents for design/build task orders. (Reference SOW Section 13.2) (Applicable to the Seed Project)
- D. A sound project execution approach for tracking and communicating task order schedules. (Reference SOW Sections 13, 15, 27, 44) (Applicable to the Seed Project)
- E. A sound technical proposal for the Seed Project and detailed written scope. A sound proposal development utilizing RS Means line items. (reference SOW Section 9) (Applicable to Seed Project)

**2.4 Price Factor**

Price proposals will be evaluated for (1) completeness, (2) reasonableness, (3) unbalanced pricing, and (4) Total Evaluated Price. Offerors whose price is determined to be unreasonable will not be considered for award. Proposals that are determined to be incomplete may be ineligible for award. Additionally, an offer may be rejected if the contracting officer determines unbalanced pricing poses an unacceptable risk to the Government.

**2.4.1 Completeness.**

The Government will review the pricing submissions for completeness and compliance with Section L of the solicitation. The offeror shall ensure that they have provided all requested pricing information.

**2.4.2 Reasonableness:**

The offeror's Price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through price analysis techniques as described in FAR 15.404. For additional information see FAR 31.201-3.

**2.4.3 Unbalanced Pricing:**

The Government will analyze each proposal to determine whether they are unbalanced with respect to prices and separately priced line items in accordance with FAR 15.404-1(g). Unbalanced pricing exists when, despite an acceptable TEP, a proposed line item is significantly overstated or understated as indicated by the application of price analysis techniques. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists, and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. The burden of proof for demonstrating balance pricing rests with the Offeror.

**2.4.4 Total Evaluated Price (TEP):**

The TEP will be calculated in this manner: the Estimated Ordering Period Amount is multiplied by the Weighted Coefficient to get to the Ordering Period Evaluated Price. This is summed over the five years. Finally the Seed Task Price is added to get to the Total Evaluated Price (provided by Offeror on RFP PRICING WORKSHEET Section J, Attachment 3).

**FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014

**FAR Clauses Incorporated by Full Text**

**52.217-3 Evaluation Exclusive of Options. Apr 1984**

As prescribed in 17.208(a), insert a provision substantially the same as in the following in solicitations when the solicitation includes an option clause and does not include one of the provisions prescribed in 17.208 (b) or (c):

EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; *i.e.*, options will not be included in the evaluation for award purposes.

(End of provision)

### **52.217-5 Evaluation of Options. Jul 1990**

As prescribed in 17.208(c), insert a provision substantially the same as the following:

#### EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**STATEMENT OF WORK**

**FOR**

**Repair Electrical Systems Indefinite Delivery Indefinite Quantity**

**IDIQ**

**ZHTV 233200**

**24 JULY 2023**

**88<sup>th</sup> CIVIL ENGINEER GROUP**

**1450 Littrel Dr.**

**WRIGHT-PATTERSON AFB, OH**

# STATEMENT OF WORK

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- ZHTV 233200

REPAIR ELECTRICAL SYSTEMS INDEFINITE DELIVERY INDEFINITE QUANTITY  
(IDIQ)

STATEMENT OF WORK

## 1.0 PROJECT DESCRIPTION

1.1 **The Contract Awardee or a combination of the Joint Venture (JV) partners shall provide the labor (excluding managers, supervisors and administrative labor) for the majority of the work on each Task Order (TO).** The Contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation and supervision capabilities to accomplish an estimated twenty-five (25) simultaneous projects for a broad range of Repair Electrical System work on real property at Wright Patterson AFB, OH. **The work on this contract excludes all routine maintenance of real property at Wright Patterson AFB, OH.** The base encompasses over 120 tenant and host organizations on four areas of land totaling 8,145 acres, and 850 facilities containing 16.4 million Square Feet (SF), with missions varying tremendously in complexity and nature. The size and diversity of WPAFB necessitates expeditious response and efficient management of the heavy volume of TOs placed against the Repair Electrical IDIQ contract. Facilities include, but are not limited to, research and development, secure areas, airfields, flight line, infrastructure, administrative, industrial, etc. The Contractor will provide low and medium voltage electrical system / component diagnostics, alterations, repairs and replacements, including removals. Work during this contract will include but is not limited to instrumentation / controls, transformers, switchgear, panelboards, distribution equipment, circuit protective devices, motor controllers, generator assemblies including transfer switches, fire alarm systems, power filters / conditioners, lightning protection, interior / safety / special purpose lighting systems / accessories, and conductors / cables / terminations. It is anticipated that the majority of work required for a single task order will be as described above and a minority will be ancillary work other than electrical necessary to accomplish a single task order. Ancillary work may include but is not limited to the removal / reinstallation of ceiling systems, wall systems and floor systems. The Contracting Officer (CO) will issue a request for proposal (RFP) describing basic requirements for each individual task order. Following review of the Contractor's proposal, the CO will negotiate with the Contractor if required, and award an individual TO.

1.2 The Contractor shall be required to manage and execute the normal workload of an estimated twenty-five (25) concurrent projects, and an estimated fifty (50) projects annually. The Contractor may on occasion be required to provide for large, unexpected fluctuations in the workload. It is estimated that less than five percent (5%) of all work will be required during other than normal working hours.

1.3 Prior Experience and Self-Performance Compliance Gate: The following information must be provided for compliance gate of the evaluation process. Any offeror who does not meet this compliance gate will be ineligible for award. Provide submissions for the Self-Performance for projects in which you and/or your Joint Venture Partner(s) were the \*Prime Electrical Contractor.

\* The Contract Awardee or a combination of the Joint Venture (JV) partners that have provided the labor to self-perform the majority of the work repairing electrical systems as described paragraph 1.1.

The offeror shall:

- A. Identify and describe twelve (12) Repair Electrical Systems project descriptions of on- going or completed efforts within the past five (5) years from the date of RFP issuance in which your firm performed as the prime electrical Contractor. Work experience of proposed hired personnel shall not be considered for this subfactor. (Applicable to the Basic Contract only)
- B. Provide at least five (5) projects with a contract value between \$50,000 to \$125,000 (of the twelve (12) projects listed in A). (Applicable to the Basic Contract only)
- C. Provide at least five (5) projects with a contract value between \$125,000 to \$250,000 (of the twelve (12) projects listed in A). (Applicable to the Basic Contract only)
- D. Provide at least two (2) projects with a contract value between \$250,000 to \$1,000,000 (of the twelve (12) projects listed in A). (Applicable to the Basic Contract only)
- E. Provide projects scopes above shall be comprised of the following: Five (5) projects within secured facilities meeting ICD 705 requirements; Five (5) projects with Military/ Air Force Laboratories Facilities; One (1) project pertaining to Airfield (support); and One (1) project within an around the clock operation. (of the 3 to 5 projects listed in A).

Note: A single project may potentially satisfy more than one of the above requirements. Clearly state which requirement a project is fulfilling. Each project provided shall include the contract number, customer name and point of contact (POC) information, date of project completion, and final price.

1.4 Applicable Documents:

**Sole Source Letters:**

- Cummins Generators (See attached PDF)
- Simplex Fire Alarm (See attached PDF)
- Trane Chillers (See attached PDF)
- DDC Controls (specified in Installation Facilities Standards)
- WPAFB Installation Facilities Standards
- [https://www.wbdg.org/FFC/AF/AFIFS/Wright\\_Patterson\\_AFB\\_IFS\\_Final\\_May\\_2021.pdf](https://www.wbdg.org/FFC/AF/AFIFS/Wright_Patterson_AFB_IFS_Final_May_2021.pdf)

**2.0 WORK BY THE GOVERNMENT:**

The Government is not obligated to issue any particular type of work under this contract and reserves the right to accomplish work using Government workforces or by other contracts, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

### **3.0 PERFORMANCE CAPABILITIES**

3.1 Contractor Personnel - The Contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure satisfactory accomplishment of the work specified in each individual task order including accomplishment of work by agreed upon milestone dates and progress schedule.

3.1.1 Contractor's Contract Manager (CM): The CM shall be responsible for the overall performance of this contract. The CM shall be capable of managing the development of Repair of Electrical Systems, as well as acting as the single point of contact capable of communicating and interfacing with Government officials in all aspects of contract execution.

The CM shall have at a minimum:

- Fifteen (15) years of experience managing Government Electrical Projects
- Acted as the CM or Project Manager (PM) four (4) Government projects repairing of Electrical systems. Including:
  - The use and understanding of RS Means pricing methods.
  - Experience in the Federal Government contracting and bidding processes.
- A Bachelor of Science Degree in Electrical Engineering or 10 years of experience working as a journeyman electrician.

The CM shall be directly employed by the contract holder and shall reside on site or in the local office. (ref. section 7.0) The name of this person and alternates, shall be designated in writing to the Contracting Officer.

The Alternate CM shall have a minimum:

- Fifteen (15) years of experience managing Government Electrical Projects
- Acted as the CM or PM four (4) Government projects repairing of Electrical systems. Including:
  - The use and understanding of RS Means pricing methods.
  - Experience in the Federal Government contracting and bidding processes.

3.1.2 Contractor's Project Superintendent (PS): Provide a single point of contact on site capable of managing the implementation of the Contractor's Quality Control Plan (QCP) and Accident Prevention Plan (APP), as well as the

most current version of the 29 CFR 1926 OSHA Standards for the Construction Industry. The PS shall be the single point of contact for each Task Order capable of supervising and coordinating the timely and safe execution of construction tasks in accordance with quality standards and approved drawings/submittals. The PS shall prepare and coordinate material submittal sheets and shop drawing submittals, prepare QC reports outlined in QCP, schedule and coordinate testing procedures and attend all project status meetings, site visits, and pre-final/final inspections. The PS shall directly superintend the work or assign and have on the worksite a competent superintendent and has authority to act for the Contractor. The PS shall visit each active project site daily, submit detailed bi-weekly progress reports (AF Form 3065) for each TO, schedule and coordinate subcontractors and material suppliers.

The PS shall have a minimum as follows:

- Served as the PS for at least six (6) of the projects listed in Section 1.3
- Shall have been a Journeyman in the Electrical or Fire Protection trades for at least ten (10) years.
- Shall have a OSHA 500 certification.

The PS shall be capable of communicating and interfacing with Government officials in all aspects of Task Order execution.

**3.1.3 HAZARDOUS MATERIAL:** If lead-based paint is encountered or suspected, the Contractor shall stop work and shall notify the CO immediately. If Asbestos Containing Materials (ACM) are encountered or suspected, the Contractor shall stop work and shall notify the CO immediately.

**3.1.4** The Contractor shall also provide and maintain the following capabilities to support the WPAFB Repair Electrical Systems IDIQ contract.

**3.1.4.1 Fire Protection Design/Drafting:** Provide technical design and computer aided design and drafting (CADD) support capable of producing accurate design and drawings for each individual TO within the time constraints specified in Section 13.2.1 – Drawings and Specifications.

**3.1.4.2 Cost Estimating/Negotiating --** Provide estimating/negotiating support capable of producing accurate quantity take-offs and cost proposals, using the Contractor's automated estimating system (AES), within the time constraints specified. Time requirements found in Section 13.2 Contractor's Proposal.

**3.2 Contractor Employee Requirements:** The Contractor shall ensure that employees and subcontractor employees have current, valid licenses and

certifications necessary to perform their functions. Any cost or time associated with obtaining licenses or certifications shall be at the Contractor's expense.

3.3 The Contractor shall not employ any person who is or was an employee of the US Government, if the employment of that person would create a conflict of interest. The Prime Contractor is limited to US owned/operated Contractors/companies only foreign Contractors are prohibited from being the Prime Contractor on this contract.

3.4 CONTRACTORS: All work shall be performed by commercial Contractors that are licensed by The Ohio Construction Industry Licensing Board (OCILB) for the Electrical, HVAC, Hydronics, Plumbing, and Refrigeration trades. For all other commercial Contractor trades a minimum of five (5) years of experience is required in military projects of similar size and scope.

**3.5 *The Contract Awardee or a combination of the Joint Venture (JV) partners shall provide the labor (excluding managers, supervisors and administrative labor) for the majority of the work on each (TO).***

3.6 Throughout the life of this contract, the CM shall be readily available. The CO must be able to contact the CM by phone 24 hours per day. The CM shall provide overall contract management, including full authority to develop TO proposals, negotiate and sign TOs, provide subcontract purchasing and administration, and review material submittals and shop drawings.

#### **4.0 DESIGN AND CONSTRUCTION REQUIREMENTS**

4.1 The Government will provide all drawings and specification with the exception of Fire Protection Engineer (FPE) for all TO.

**5.0 QUALITY CONTROL:** It is the Contractor's responsibility to provide, inspect, and document the level of quality that has been established by the standards of this Statement of Work (SOW). The Superintendent shall direct the execution of the Contractor's QC Plan.

5.1 A finalized version of the quality control plan submitted with the technical proposal shall be submitted to the Contracting Officer within thirty (30) days of award. Any changes to the plan shall be submitted to the Government. The QC plan shall include, but not limited to the following:

5.1.1 Inspection System: Details of the Contractors inspection system which monitors the execution of any task completed under this contract.

5.1.2 Deficiency Prevention: A method for identifying and preventing quality deficiencies and their causes.

5.1.3 Post TO Beneficial Occupancy Date (BOD) Response Times: Routine warranty calls shall be no later than forty eight (48) hours after the initial notification by the Government. Emergency calls shall be no later than two (2) hours after initial notification by the Government. Punch list items on individual task orders shall be resolved within ten (10) working days of notification by the Government unless more timely completion is noted elsewhere in the contract requirements.

5.1.4 Inspection Files: The Contractor shall maintain on site records of all the inspections conducted by the Contractor and the necessary corrective actions taken. This documentation shall be made available to the Government throughout the performance period of this contract.

**6.0 LOCAL OFFICE: The contractor's local office must be located on WPAFB or within a 15-mile straight line radius of building 30022, Area "A" WPAFB.** The CM, Alternate CM, or Superintendent must be at their local office or within 15 mile straight line radius of building 30022, WPAFB, OH during standard working hours and include the following functions: capable of estimating, negotiating, scheduling, communications, and construction quality control. The facility requirements for the on-base site are as follows:

6.1 The Government may provide a location for the local office to the Contractor with use of utilities as are available on the WPAFB. However, determination of the existence and location of such utilities is the responsibility of the Contractor and the Base is under no obligation to provide utilities if none are available on site. The Government may make all reasonably required amounts of utilities available to the Contractor.

## **7.0 PROTECTION OF CONTRACTOR'S EQUIPMENT AND GOVERNMENT PROPERTY**

7.1 All Contractor supplied equipment is the sole responsibility of the Contractor. The Government is not liable for the theft, vandalism, or damage of any Contractor supplies, equipment or property. The Contractor shall secure his materials and protect all equipment from damage.

7.2 Any equipment/material the Contractor removes and which requires reinstallation as part of the job requirements shall be the responsibility of the Contractor. All damaged material shall be replaced with equipment/material of equal quality and function by the Contractor at his own expense.

**8.0 PROVISIONS ON CONTRACTING OFFICER'S AUTHORITY:** Only the CO is authorized to make changes to the contract or any TO issued thereunder. No other

Government or non-Government official may alter this contract or any TO issued in accordance with the basic contract terms and conditions. The Contractor is to report any attempts to alter this contract or any TO to the CO. In the event the Contractor effects any such changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

**9.0 TASK ORDER PRICING: The Contract Awardee or a combination of the Joint Venture (JV) partners shall provide the labor (excluding managers, supervisors and administrative labor) for the majority of the work on each (TO).** Contractor task order pricing shall be accomplished as described below and based on the most economical standard construction practices. Cost effective practices and products shall be used in project scope development. Unreasonable methods and or estimates to accomplish task orders will not be accepted.

#### 9.1 Terms Explained:

9.1.1 Line Item Costs: The cost of a line item shall be the item's total bare cost based on a national average as defined by RS Means Pricing Book, a non pre-priced item at bare cost, or a specialized services / ancillary work as defined by the lowest price from competitive bids. Line items may not be altered or modified.

9.1.2 RS Means Pricing Book (MPB): Includes all items of work from a current year RS MEANS Electrical Cost Data Guide. The line items are priced primarily using Contractor furnished RS Means electronic data bases. The MPB costs is defined as the bare costs unit pricing for the purpose of this contract. The RS Means labor costs are included as line items of work. They are non-negotiable.

9.1.3 Non Pre-Priced Items (NPP): Defined as items of work not included in the MPB but required for execution of a TO and within the scope and general intent of the contract. These items must be submitted, approved and or negotiated if necessary. If no comparable line item exists in RS Means for unique equipment and materials, then a NPP item may be developed.

9.1.4 Specialized Services / Ancillary Work: Defined as services such as Protection Engineer (FPE) designs, stamped drawings, certifications, permits and specialized fees; and/or ancillary work, such as removal / reinstallation of ceiling systems, wall systems and floor systems either not included in RS Means or not allowed as an RS Means line item but within the general scope of work for the TO.

9.1.5 Local Area Adjustment Factor: The RS Means total weighted average city cost index for the city of Dayton Ohio, or the nearest city.

9.1.6 Coefficient: Respective coefficients are multiplied against the standard unit prices at bare cost in the MPB, non-pre-priced items and specialized services / ancillary work to calculate task order prices. A coefficient is defined as a numerical factor that compensates the Contractor for any and all costs (generally indirect costs) and profit not included in the MPB bare costs unit pricing or not allowed (such as Division 1 – General Requirements). The coefficients shall include but are not limited to additional costs for overhead, profit, labor burden for the prime Contractor and subcontractors, bond premiums, insurance, taxes, any adjustment factors for average TO size, proposal preparation costs for withdrawn TOs, costs associated with procurement of required tools, equipment, software, specifications, computers and compliance with environmental laws. Coefficients should also include cost for daily cleanup, protection or incidental moving of Government property including furniture, portable toilets, and administrative and technical support. No allowance will be considered later for these costs. There will be four separate coefficients to serve as adjustments to compensate the Contractor: Coefficients A, B, C & D.

9.1.6.1 Coefficient A: The bare costs unit prices as established by the MPB are multiplied against Coefficient A to arrive at the actual price for a unit of work. Labor line items from Division 01 of the RS Means Pricing book shall not be used when preparing an estimate. The costs of items associated with DIV 01 labor shall be included in the Contractor's adjustment factor for normal working hours prevailing wage, unless otherwise stated in Sections 11.1.6.3 – 11.1.6.6. Coefficient A shall be for work performed during standard working hours; defined as 40 hours per week between the hours of 7:30am – 4:30pm from Monday through Friday with the exception of Federal Holidays (see Section 17.1).

9.1.6.2 Coefficient B: The bare costs unit prices as established by the MPB are multiplied against Coefficient B to arrive at the actual price for a unit of work. Labor line items from Division 01 of the RS Means Pricing book shall not be used when preparing an estimate. The costs of items associated with DIV 01 labor shall be included in the Contractor's adjustment factor for normal working hours prevailing wage, unless otherwise stated in Sections 11.1.6.3 – 11.1.6.6. Coefficient B shall be for work performed during non-standard working hours; defined as work performed anytime outside the hours of 7:30am – 4:30pm from Monday through Friday, and work during the week surpassing 40 hours. This also includes weekends and Federal Holidays (see Section 17.1). It is estimated that roughly 5 percent of projects over the course of the contract shall utilize Coefficient B.

9.1.6.3 Coefficient C: The non-pre-priced items such as specialized equipment and material not available in the RS Means but within the general scope of the work for the TO are multiplied against Coefficient C

to arrive at the actual price for a unit of work. The Government may adjust the general scope of work to match RS Means line item descriptions which would eliminate the need of the non-pre-priced item. The Contractor shall provide proof of payment of the same when the work is complete. Reference Section 11.4.1.3 for applying to TO estimate. The maximum range for Coefficient C shall be 1.15.

9.1.6.4 Coefficient D: Specialized services such as fire protection engineer (FPE) services, certifications, permits and fees; and/or ancillary work, such as removal / reinstallation of ceiling systems, wall systems and floor systems not included in RS Means but within the general scope of work for the TO shall be multiplied by Coefficient D to arrive at the actual price for a unit of work. Proof of cost shall be provided by submitting the associated FPE proposal or permit fee schedule with the estimate. The Contractor shall provide proof of payment of the same when work is complete. The maximum range for Coefficient D shall be 1.15.

9.1.6.5 Contingencies such as changes to labor wages and inflation shall be adjusted annually by the annual economic price adjustment to the MPB. Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the unit prices to be paid by the Government for work performed under the contract.

9.1.6.6 The Contractor shall consider the following factors that affect the calculation of the coefficients:

1. The coefficients are fixed for the term of the contract.
2. The MPB prices are for "in-place" quantities. There shall be no allowances added for waste, compaction, storage, shipping, staging, handling, etc.
3. The MPB prices are limited to Bare Cost unit pricing only. Contractor should carefully consider all costs not included in RS Means Bare Costs unit pricing in order to diligently determine numeric factors for Coefficients A & B.
4. MPB usage limitations apply (reference Section 11.4) which may impact all coefficients.
5. The coefficients shall cover all the items typically designated as general conditions, bonding, profit and overhead including administrative/technical support and labor burden for the prime Contractor's office staff and workforce.

6. All vehicles, office supplies/setup, administrative requirements, and equipment/tools which are customary to the trade shall be part of overhead, and therefore included in the coefficients.
7. Common trade tools and equipment shall be included in the coefficients; they shall not be allowed as a direct cost to any TO except under special circumstances. Only heavy equipment such as large scaffolding, dumpsters, generators, cranes, lifts, excavators and earthmoving equipment may be allowed as a direct cost to the TO. If any specialty equipment rental is necessary, the Contractor may request Government approval to add the specified equipment as a direct cost to the TO. Common hand tools, ladders, power tools, laser levels, flatbed trailers, pick-up trucks or vans, cleaning equipment and other common equipment to the trade shall not be used as a direct cost to any TO. The cost of maintaining, fueling, operating, mobilizing, demobilizing, and transporting the Contractor's equipment shall be included in the coefficients and shall not be used as a direct cost to any TO.
8. RS Means unit prices are based on projects ranging from \$2,500 to \$1,000,000. An average Repair Electrical System IDIQ TO will be \$150,000. Any cost adjustment for the lower average Repair Electrical System IDIQ TO size shall be included in the Contractor's coefficient. No adjustment for TO size will be allowed as a direct TO cost.

## 9.2 How To Calculate a Task Order Price:

9.2.1 Total MPB Costs Normal Hours: The sum of all MPB line item costs at normal working hours.

9.2.2 Total MPB Costs After Hours: The sum of all MPB line item costs to be performed after normal duty hours or more than 40 hours in the week.

9.2.3 Total NPP Costs: The sum of all NPP line item costs.

9.2.4 Total Specialized Services / Ancillary Work: The sum of all specialized AE permit, certification and fee; and/or ancillary work, such as removal / reinstallation of ceiling systems, wall systems and floor systems line item costs.

9.2.5 Government Furnished Material and Equipment: The Government may on occasion provide materials and/or equipment for installation for individual TOs. When furnished, the respective RS Means material/equipment shall be deleted from the RS Means line item cost, and the remaining line item cost shall be treated as MPB line item. If an item does not exist in the MPB, the

cost for that line item shall be calculated exactly as an NPP item or AE service item.

9.2.6 Project Total Bare Costs: The sum of the total MPB costs. The sum of the total NPP costs. The sum of the total Specialized Services / Ancillary Work costs.

9.2.7 Localized Total Bare Costs: The MPB total costs multiplied by the local adjustment factor.

9.2.8 Task Order Costs: The total sum of the localized total cost of RS Means line items multiplied by the Contractor's Coefficient A, RS Means line items to be performed after hours multiplied by the Contractor's Coefficient B, the NPP cost multiplied by the Contractor's Coefficient C, and the Specialized Services / Ancillary Work cost multiplied by the Contractor's Coefficient D.

### 9.3 Keeping Prices Current:

9.3.1 The RS Means Construction Data Books: The list and price information for all pre-priced items covered in this contract. The current year RS MEANS Electrical Cost Data Guide shall be updated each calendar year. (Example: The contract is awarded on 30 Nov, the 2023 MPB shall remain in effect through December 31, and be updated by 15 January 2024).

9.3.1.1 Upon updated pricing, all projects that were previously estimated, but not yet awarded, will be updated to the current year costs. If the new RS Means Price Book covers a line item listed as NPP, the line item in the new RS Means price book will be used and the existing NPP line item shall be discarded.

9.3.1.2 RS Means national average historical cost figures shall be used to calculate the percentage of change from last year. Each year on 01 January, RS Means provides a new construction cost data. (Ex. 2009 RS Means Facilities Book p. 1273 Actual costs: July 2008=180.4, July 2007=169.4, Percent of Change =  $(180.4/169.4 = +11.0\%$  national average localized to Dayton Ohio)

### 9.4 RS Means Instructions for Application to Task Order Estimates:

9.4.1 Unless otherwise specified below, only Division 01 through Division 48 MPB Line Items are allowable in the development of Task Order Estimates and unless otherwise noted the final price paid by the Government for a MPB Line Item shall be the RS Means Total Bare Cost for that Line Item multiplied by the City Cost Index for Dayton Ohio and then multiplied by Coefficient A or B.

9.4.1.1 RS MEANS Electrical Cost Data, the majority of the required work for a single Task Order Estimate will use only Divisions 22, 23, and 33.

9.4.1.2 RS MEANS Facilities Construction Cost Data, Division 01 specific use instructions are as follows:

- A. Section 01.11.31.20 Construction Management Fees. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- B. Section 01.11.31.30 Engineering Fees. Not Used in MPB (Firm Price Quote adjusted by Coefficient D, if required by Government in individual Task Orders)
- C. Section 01.21.16 Contingency Allowances. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- D. Section 01.21.57 Overtime Allowance. Not Used in MPB (Calculated in Coefficient B as applied to MPB allowable line items)
- E. Section 01.21.63 Taxes. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- F. Section 01.31.13.20 Field Personnel. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- G. Section 01.31.13.30 Insurance. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- H. Section 01.31.13.40 Main Office Expense. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- I. Section 01.31.13.50 General Contractor's Mark-Up. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- J. Section 01.31.13.70 Overhead. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- K. Section 01.31.13.90 Performance Bond. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- L. Section 01.32.13.50 Scheduling. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- M. Section 01.32.33 Photographic Documentation. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)

- N. Section 01.41 Regulatory Requirements. Not Used in MPB (Firm Price Quote adjusted by Coefficient D, if required by Government in individual Task Orders)
- O. Section 01.45.23.50-0010 through 01.45.23.50-9000 Testing and Inspection Services. Not Used in MPB (Firm Price Quote adjusted by Coefficient D, if required by Government in individual Task Orders)
- P. Section 01.52.13 Field Offices and Sheds. Not Used in MPB (Calculated in Coefficients A & B as applied to MPB allowable line items)
- Q. Section 01.91.13.50 Building Commissioning. Not Used in MPB (Firm Price Quote adjusted by Coefficient D, if required by Government in individual Task Orders)

9.4.1.3 RS MEANS Electrical Cost Data, the majority of the required work for a single Task Order Estimate will use only Divisions 22, 23, and 33.

- A. Final price paid by the Government for a MPB Line Item shall be the RS Means Total Bare Cost for that Line Item multiplied by the City Cost Index for Dayton Ohio and then multiplied by Coefficient A or B.
- B. The following are the only adjustments allowable to RS Means Facilities Construction Cost Data MPB Line Items. No adjustments are allowable as a result of inferences, references and/or direction contained on pages i through xiv of the RS Means Facilities Construction Cost Data MPB. The adjusted line-item final price paid by the Government shall be the RS Means Total Bare Cost for that Line Item multiplied by the City Cost Index and then multiplied by Coefficient A or B.
  - 1) The derivation of demolition line item from MPB line item by changing the material unit cost to \$0.00 and multiplying the labor unit cost by 0.5.
  - 2) The derivation of remove and reset line item from MPB line item by changing the material unit cost to \$0.00 and multiplying the labor unit cost by 1.5.
  - 3) The derivation of Government Furnished Material line item from MPB line item by changing the material unit cost to \$0.00.

9.4.1.4 When the Government issues an RFP for a Task Order containing work not included in RS MEANS Electrical Cost Data; not considered Specialized Services / Ancillary Work, the Contractor shall develop a Non-Pre-Priced (NPP) Line Item using the following NPP

process development. Final price paid by the Government for a NPP Line Item shall be the lowest competitive price for that Line Item multiplied by Coefficient C. NOTE: The allowable use for a NPP Line Item shall be limited to material and equipment only. The Labor associated with the work shall be estimated using the MPB Trade Labor Lines in the MPB. In the event that a NPP Line Item is required, the Contractor shall have an additional 10 working days to prepare and submit the Task Order Proposal.

- A. Develop a specification for the NPP material or equipment Line Item.
- B. Provide the specification to the Government for review and approval.
- C. Solicit quotes - a minimum of (2) quotes from vendors/supplies/subcontractors.
- D. Determine final price paid by the Government for a NPP Line Item by multiplying the lowest competitive price by Coefficient C.

## **10.0 COMPUTER REQUIREMENTS**

10.1 Each TO proposal shall be prepared using e4Clicks Project Estimator and/or the RS Means Facilities master file AES to produce a clear and organized line-item estimate. Each line item in the MPB includes appropriate material, equipment and labor costs indexed to the Dayton area. The RS Means prices shall be updated annually per agreement, using the Means referenced local percentage (in the section titled City Cost Index) for materials and labor for the Dayton area. The Contractor shall provide the e4Clicks estimating software, licenses, training requirements and all current updates for four (4) Government users. The software will be required to be installed on one (1) server and be operational within twenty-one (21) days after contract award.

10.2 The e4Clicks software estimating package shall have the capability to include yearly RS Means price updates by 15 January each year including the current year local adjustment factor for Dayton, OH. The software estimating package shall have the capability to adjust for different coefficients.

10.3 The Contractor shall provide and maintain the current year RS Means (MPB) (electronic database of pre-priced items).

10.4 The Contractor shall provide the Government with three (3) hard copies of the applicable RS Means Cost Data books annually. Failure to deliver and install the updated price books may result in awarded costs of negotiated proposals with the previous year's MPB costs. These books shall be delivered to the Repair Electrical System IDIQ CMs office no later than 15 January each year.

10.5 The Contractor shall provide, install, and maintain the Contractor's computer hardware and software. As a minimum, the Contractor shall maintain equipment

and software throughout the term of this contract to operate the specified AES, web-based document share site and AutoCAD.

10.6 Any Contractor furnished hardware not operating properly shall be promptly repaired by the Contractor so as to maintain all schedules and deliver all documents to the Government within the timeframes specified.

10.7 The Contractor shall at a minimum furnish and install the RS Means annual unit price updates on the Contractor's PC each year throughout the term of this contract.

10.8 CADD files shall be compatible with the current version of AutoCAD being used by the Government, without any need for translation or modification by the Government. The version of AutoCAD 2020 will be acceptable at the point of contract award and for the first year of the contract.

10.9 The Contractor shall submit all PDF/CADD drawings on a compact disk (CD).

10.9.1 All design work to be provided under this contract shall be accomplished and developed using computer-aided design and drafting (CADD) software and procedures conforming to the following criteria.

10.9.2 The "WPAFB Installation Facilities Standards (IFS)" Appendix- A, WPAFB, CADD Standards, is the applicable specification for developing design drawings and submitting as-built drawings.

10.9.3 The Contractor shall submit As-Built drawings, in the form of PDF or CADD files (use the format the Government provides to Contractor), to the Government, for review and approval, for each individual task order prior to submitting a 100% invoice for the project.

10.10 The Contractor shall provide SharePoint or equivalent automated web-based document transfer system and storage (unlimited storage) for project document transfers. The electronic system shall be accessible through the secured network, capable of transferring encrypted documents, sending automatic email alerts when documents are imported and exported, have estimating software or stand alone with smart phone APP. Contractor shall administer and use system with CE and Contracting. The system shall be organized and capable of securely storing all contract records and will include the capability of automated request for information (RFI) and SUBMITTAL document creation, initiation, review and approval processes. Contractor shall use the automated web-based document transfer system as a basis of providing and receiving documents for the above-mentioned processes. Contractor will provide hard copies to the CO for every submitted document.

**11.0 CONSTRUCTION START-UP PERIOD:** The first thirty (30) calendar days following contract award shall be designated as a start-up period, after which the Contractor shall have all equipment, facilities and personnel in place to fully execute the requirements of this contract. The Contractor shall have 30 days from the time of award for mobilization activities associated with this contract to fully execute the requirements of the contract.

**12.0 PRE-PERFORMANCE CONFERENCES:** Prior to issuance of a Notice To Proceed (NTP) for any TO, the CO may elect to host a Pre-Performance Conference. The Contractor shall be represented at the scheduled conference and be prepared to discuss potential difficulties and obstacles.

### **13.0 ORDERING PROCEDURES**

#### 13.1 Site Visit

13.1.1 The CO will provide the CM an RFP that shall include a written SOO, a preliminary list of any required shop drawings/material submittals, GFE (if applicable) and possibly concept design drawings (if available upon request). The site visit will be scheduled within 2 working days from the date of notification. The CM shall attend the site visit and obtain whatever measurements and information is necessary to produce a complete and accurate TO proposal. The scope validation/site visit discussions will include:

1. Site access;
2. Methods and alternatives for accomplishing the work;
3. Definition and refinement of requirements;
4. Requirements for proposal (in addition to those enumerated in this SOO);
5. Detailed scope of work; and
6. Special time requirements for completion, phasing requirements, and liquidated damages.

13.1.2 The Contract Administrator (CA) accomplishes a Memorandum for Record of site visit. Questions or clarifications should be directed to the CA/CO concerning the discussions above.

13.2 Contractor's Proposal: **The Contract Awardee or a combination of the Joint Venture (JV) partners shall provide the labor (excluding managers, supervisors and administrative labor) for the majority of the work on each**

**(TO)**. A TO proposal shall be provided within 10 working days from the completion of the site visit and consist of FPE drawings (as required) , detailed TO cost proposal, proposed timeline and a Statement of Work. These documents shall describe in detail the project scope.

13.2.1 Drawings and Specifications: The Contractor shall provide the necessary fire protection information on drawings in enough detail to allow the Government to evaluate the Contractor's detailed cost proposal for completeness and accuracy. The 100% designs may be submitted for Government review intermittently over the course of a project as they become necessary, but are not necessary for the TO proposal. For example, fire alarm designs demonstrating 100% design—indicating finalized locations of devices and all other necessary specification details—may not be necessary for the TO proposal, but are necessary to be approved by the Government before commencing fire alarm work. All drawings shall bear a standard Government furnished title block indicating the sheet number, project name, project number, designer's signature, CM signature, Contractor's letterhead and (3) blanks for revision dates.

13.2.2 Detailed TO Cost Proposal: Two (2) copies of the Contractor's complete detailed line-item TO cost proposal shall be submitted for each proposal. The Contractor's TO cost proposal shall consist of an itemized listing of line items from the MPB and any NPP items with written quotes as required. Each line item shall be described using the following categories:

1. LI Description
2. LI Crew
3. LI Daily Output
4. LI Labor Hours per Unit
5. LI Bare Cost Material per Unit
6. LI Bare Cost Labor per Unit
7. LI Bare Cost Equipment per Unit
8. LI Notes (shall include the calculation used to deliver the total line item quantity)

13.2.3 Timeline: Each TO proposal shall include a brief critical path timeline, taking into account the major work elements from the detailed cost proposal, as well as submittal reviews, mobilization, material delivery times, anticipated weather delays and Final Inspection.

13.2.4 Statement of Objectives (SOO): Each TO proposal shall include a SOO defining the project contact information, performance period, general conditions, anticipated submittals, environmental and/or hazardous material issues, and a thorough description of the demolition and construction scope.

### 13.3 Estimation of Projects in Advance of Funding

13.3.1 During the course of the contract, the Contractor may be required to estimate and negotiate projects in advance of funding. These projects may not have funding available and there is no guarantee that funds will become available for award of the project. No separate compensation for any Pre Order costs including proposal preparation and attendance during negotiations or site visits will be due to the Contractor for projects that are negotiated and funding is not provided.

13.3.2 Fiscal Year-end Procedures: The Contractor may be given a list of projects that the base reasonably expects funding for. The list may be revised for both additions and deletions based on the Governments' requirements. These projects will be estimated and negotiations completed. The Government shall incur no obligation until such time as funding becomes available and a task order is executed for the project. The negotiated total labor, material and equipment quantities shall remain binding until funding becomes available. Projects that are funded and awarded after the exercise of an option will be re-priced (not renegotiated) utilizing the current MPB. Agreed upon total prices that contain non-priced items shall be verified with the Contractor prior to execution of the task order. In the event the non-priced items have undergone a substantial change in the market (i.e., 10% difference), the items shall be re-negotiated and an agreement reached prior to executing a task order.

## **14.0 TASK ORDER PROPOSAL EVALUATION**

14.1 CE will evaluate the Contractor's TO proposal and provide the CO with a mark-up copy of the contractor's TO proposal identifying quantities and/or line items requiring review through the automated web-based document share site.

### **14.2 Proposal Review**

14.2.1 If necessary, the CO will notify the CM and schedule a review of the proposal to determine the correct scope, products and methods for the project. The CM shall be available to meet within 2 working days of notification.

14.2.2 If necessary, the CO will review each line item in the proposal with the Contractor. The proposal review will establish the appropriate line items for the TO, and quantities for each line item. The Contractor must be prepared to provide quantity calculations justifying the material quantities contained in the proposal.

14.2.3 At the conclusion of line item proposal review, the CO will negotiate a reasonable and expeditious performance period based upon input from the Government Project Manager (GPM), the Contractor's proposed critical path timeline, and RS Means daily output data. Provisions for assessing liquidated damages (LD) will be determined on each individual TO by the CO.

14.2.4 Within 5 working days after the TO price and performance time have been determined, the Contractor shall provide revised drawings, corrected for any deficiencies and negotiated changes. A revised set (blueprint/bond hard copy & digital copy via web-share site) shall be provided to the CO for review. Incomplete drawings may be annotated and returned to the CM for revision. Approved drawings will be signed by the GPM and returned to the CM for use as construction documents.

## **15.0 COMMENCEMENT, PROSECUTION, COMPLETION AND PAYMENT FOR WORK**

15.1 Notice to Proceed (NTP): Once the CO has issued a NTP for an individual TO, the Contractor shall submit a progress schedule and material submittals for approval, and commence work. The NTP will not be issued until the construction documents have been approved by the GPM. The Notice to Proceed for written task orders will normally be the date the Contractor receives the order. In rare circumstances, on projects deemed emergencies, the Contracting Officer may issue verbal direction confirming order prior to the issuance of the written task order. In that instance, the NTP shall be the date the Contractor received the verbal notice to proceed from the Contracting Officer, written notification to follow within 72 hours.

15.2 Change Orders: The maximum time for Contractor submission of change orders shall not exceed five (5) calendar days from the request for proposal from the CO.

15.3 Submittals, Contract Progress Schedules (CPS): Contract Progress Schedules shall be provided no later than (5) days after NTP. The first submittal is required no later than (10) days after NTP and shall comply with the progress schedule. Contractor shall allow at least 2 weeks for Government review of all submittals and Contract Progress Schedules.

15.4 Inspection by the Government: The GPM will monitor the Contractor's progress on each active TO and provide technical surveillance of workmanship. The GPM must have access to the jobsite at all times.

15.5 Progress Reports: The CM shall coordinate with the GPM at Building 30022 or at an agreed upon location every month to review the amount of progress for each TO, and discuss any issues (weather delays, etc.) for that week. This review will ensure accurate progress is reported on the monthly progress report (AF Form 3065). Disputes will be referred to the Contracting Officer for resolution. The Contractor will be paid monthly (upon the submission of proper invoices) for the work performed during the preceding month for each individual TO.

15.6 Meetings: The CM shall attend meetings as scheduled to discuss each active TO. The Contractor shall prepare minutes of the meetings and provide a copy to all parties in attendance. Should any party not concur with the minutes, they shall state the areas of nonconcurrence in writing to the Contractor within (4) calendar days of receipt of the minutes.

15.7 Payment: Final payment for each TO will be withheld until all discrepancies are corrected and as-built drawings are approved by the GPM. Payment up to 90% will be made for performance, and CO may withhold up to 10% pending receipt of approved as-built drawings/CADD disks for 100% TO amount.

## **16.0 WEATHER DAYS**

16.1 Contractor's TO proposals shall stipulate the number of weather days and performance days included in the total performance time. For outside work, the published average number of weather days shall be included in any negotiated performance time. Should inclement weather over and above the published average occur, the Contractor may request additional time if the work was affected.

## **17.0 HOURS OF WORK**

17.1 Normal work hours shall be Monday through Friday from 7:30 A.M. to 4:30 P.M. excepting days observed as Federal holidays as listed below:

New Year's Day	1 January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Third Monday in June
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Holidays falling on Saturday are observed on the preceding Friday. Holidays falling on Sunday are observed on the succeeding Monday.

17.2 The Contractor may request to work on a weekend, after hours, or on a holiday. All such requests must be submitted in writing to the CO with a description of the type of work to be accomplished on that date. Any request to work a weekend shall be submitted by close of business on the prior Wednesday. Requests to work other than weekends shall be submitted a minimum of 36 hours prior to the requested date. The Government reserves the right to approve or deny the request. Contractor's request to work outside standard work hours shall not justify non-standard rates.

## **18.0 JOBSITE VERIFICATION / GOVERNMENT-FURNISHED RECORD**

**DRAWINGS:** The Government agrees to provide access to all known and relevant drawings the Contractor may need. Prior to starting each TO proposal, the CM may request an appointment with the GPM to review the Government record drawings at Building 30022. If available upon request, the CM shall be provided one copy any such drawing which is relevant to the TO. The CM shall sign a receipt listing the specific drawing sheets requested and received. The integrity of these drawings is not guaranteed, and the Contractor must field verify all items on the drawings. The existing dimensions and locations shown on the drawings are for approximation purposes only. Failure to verify the dimensions, conditions, and locations of items on Government furnished record drawings shall not relieve the Contractor of responsibility for his TO proposal, and shall not constitute a basis for reimbursement for cost increases resulting from inaccuracies of drawings furnished to the Contractor. The Contractor's construction drawings must show existing conditions in the project area.

## **19.0 MATERIAL SUBMITTALS / SHOP DRAWINGS**

19.1 Once an individual TO is awarded, the Contractor shall submit all required material/shop drawing submittals to the CO within 10 calendar days for approval. No materials shall be installed prior to approval.

19.2 All material submittals and shop drawings shall be attached to a hard copy AF Form 3000 with the TO title, project number, and TO number clearly indicated. A digital copy of each submittal shall be submitted to the CO for approval via the secured web-based share site. The Contractor may submit a catalog of standard material data sheets for selected items that are used repetitively for Repair Electrical System IDIQ TOs. The catalog number for these items can be referenced on the AF Form 3000 without attaching copies of the data sheets.

19.3 Material submittals and shop drawings shall be checked and signed by the PS prior to submission to the CO.

19.4 Submittals shall be legible and shall include all technical data needed to verify that the item meets requirements of the MPB line item description, specifications, and applicable codes.

19.5 Refer to the Technical Specifications for special requirements such as a PE stamp for fire protection.

**20.0 BURN PERMITS:** Contractor shall obtain a burn permit prior to conducting any burning or welding. Copies shall be submitted to the CO and posted at the jobsite. All fire and safety regulations are to be followed stringently.

## **21.0 EXCAVATION PERMITS, DIGGING & OUTAGES**

21.1 It is the Contractor's responsibility to verify as-built conditions. The Government does not guarantee the accuracy or adequacy of existing as-built drawings. The Contractor shall request the GPM to provide a standard AF Form 103 permit for excavation, mechanical, or electrical outage. Anticipate 10 days from request to obtain an approved AF 103. The GPM shall coordinate with each office listed on the permit form, obtain all appropriate approval signatures and provide a copy of the approved permit to the Contractor prior to excavation or outage.

21.1.1 For dig clearances, the Contractor shall provide an excavation plan with drawings showing the exact location, depth and description of the type of excavation to be accomplished. Contractor shall be responsible for calling OUPS and attaining a reference number. Contractor shall be present at the scheduled clearance to answer any questions about means and methods of intended work. Contractor shall not break ground until receiving a signed approved AF 103 clearance from the GPM. "In the area" is typically considered 3 feet on either side, except when the CO deems otherwise. This 3-foot zone on either side of the mark provided is a hand-dig only area. Since depth of the utility will not be provided, the Contractor assumes responsibility for any depth determination necessary.

21.1.2 Some mechanical and electrical outages may require an AF 103 clearance. Contractor shall submit outage plan and all affected entities with the outage request. The GPM will attain the necessary clearance for the AF 103 outage and deliver the approved AF 103 to the Contractor prior to the date of the outage. Contractor shall not execute an outage until receiving a signed approved AF 103 clearance from the GPM.

21.2 The Government will exercise reasonable attempts to identify/locate buried lines. The Contractor shall not start work until he/she is sure the appropriate CE shops, electrical company, cable company and phone company have marked existing underground utilities.

21.3 Any lines identified by flags or on the drawings/digging permit shall be avoided by the Contractor. If these lines are broken, cost for damages shall be the responsibility of the Contractor. If the Contractor is deemed responsible for a damaged line, he shall immediately repair the line to its prior condition. In an emergency situation, or if the CO determines the Contractor is not responding within a reasonable time, the Government reserves the right to repair the damage and bill the Contractor at CE shop rates.

21.4 If a broken line is not identified on the drawings or flagged, the Government will be responsible for the repair cost associated with the direct repair and schedule delays.

21.5 The Contractor shall be responsible for maintaining all markings and flags indicating location of utilities. A broken line caused by failure to maintain markings shall be the Contractor's responsibility and the Contractor shall repair the line to its prior condition at no cost to the Government.

21.6 The Contractor shall immediately notify the CO, GPM and fire department when any utility line is damaged.

## **22.0 TESTING AND TRAINING OF MATERIALS/ SYSTEM**

22.1 All material or system tests that are charged as a direct TO expense shall be certified and submitted in the original form. The Contractor shall notify both the GPM and the CO at least 24 hours prior to conducting tests.

### **22.2 Training Course**

Contractor shall conduct a training course for the operating staff for each particular component and system. Where the training period is not identified by the technical specification, a minimum of 1 hour of training shall be provided for that component or system. Training shall only occur after the Manuals have been approved/ accepted by the Government and during normal working time and shall start after the system or component is functionally completed. The field instructions shall cover all of the items contained in the Equipment Operating, Maintenance and Repair Manuals as identified per individual Technical Specifications. Training shall be documented by the Contractor and a list of attendees shall be furnished to the Government.

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## **23.0 PRE-FINAL AND FINAL INSPECTIONS**

### **23.1 1.51 BUILDER UPDATE**

Completion of BUILDER Update Form is mandatory for all projects at Wright-Patterson AFB.

BUILDER Sustainment Management System (SMS) is a DOD mandated web-based application which is used to document the quantity and condition of all assets in all facilities across ten different Uniformat II building systems. The ten building systems which require documentation in BUILDER are: B10 Superstructure, B20 Exterior Enclosure, B30 Roofing, C10 Interior Construction, C20 Stairs, C30 Interior Finishes, D20 Plumbing, D30 HVAC, D40 Fire, and D50 Electrical. The BUILDER Update Form will capture the types and quantities of removed and installed equipment and systems that comprise the project, for the purpose of the Government transferring the relevant asset updates to the inventory within BUILDER.

The Government will furnish the Contractor with electronic versions of the BUILDER Update Form and BUILDER Update Form Instructions for the Contractor to complete the BUILDER Update Form for all assets removed or installed on the project. At 70% project completion (construction), the Contractor shall submit the Final BUILDER Update Form to the Government for review. The Final BUILDER Update Form shall be accurately completed and approved for acceptance/signature at the final acceptance/substantial completion date. Contact the Contracting Officer for any project specific information necessary to complete the BUILDER Update Form.

23.2 The CM may request a Pre-Final Inspection for the purpose of having the Government assist in identifying incomplete or unsatisfactory work items prior to the Final Inspection. However, any deficiencies identified at the Pre-Final Inspection must be completed before scheduling a Final Inspection, unless waived by the CO.

23.3 The CM shall submit a written request for Final Inspection to the CO, with a QC report signed by the PS listing any discrepancies.

23.4 Any request for Final Inspection shall be submitted a minimum of 36 hours prior to the desired date, unless waived by the CO. The CM shall request the Final Inspection NO LATER THAN 36 hours prior to the specified contract completion date.

23.5 The GPM will schedule and the CA/CO will conduct Final Inspections with the GPM, CM, PS and using agency representative. The Contractor will correct discrepancies noted on the "punch list" within the time limit specified by the CO. If during a Final Inspection it is obvious to the CO that the jobsite is not ready for a Final; the Final will be terminated and rescheduled after a minimum of a 24-hour waiting period.

## **24.0 WARRANTY**

24.1 The Contractor shall provide a minimum one-year warranty on all work in accordance with FAR 52.246-21, Warranty of Construction. The CO shall notify the CM of warranty issues. After being notified of a problem, the CM must investigate the issue and respond within 24 hours. If the CM believes the issue is not warranty related, he may request a fact-finding visit with the CO and GPM. If the fact-finding meeting determines the issue is warranty related, the Contractor must repair the item within 48 hours, or as determined by the CO.

24.2 The Contractor is responsible for ensuring subcontractors fulfill warranty requirements on their work. All manufacturer warranties for equipment, roofing, etc. installed under an individual TO shall be submitted to the CO with an AF Form 3000 prior to close-out.

## **25.0 CONTRACTOR'S AS-BUILT DRAWINGS**

25.1 As-Built Drawings shall be provided to the Government using drawing format provided by the Government. As-Built drawings are only required if drawings are provided, except for Fire Protection. Final acceptance of a TO will not be issued until all as-built drawings and O&M manuals are received and approved. Contractors should take this into consideration when determining the period of performance for each TO.

## **26.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIALS**

26.1 On occasion, the Government may choose to supply the Contractor with materials to accomplish project requirements. These will be identified in the RFP. If this occurs, the MPB prices for labor only will be used. The materials are to be cared for by the Contractor, and excess materials are to be returned to the Government.

26.2 The Contractor assumes all liability associated with Government furnished materials (GFM) and Government furnished equipment (GFE) once transferred to the Contractor.

## **27.0 SCHEDULING WORK**

27.1 Each TO shall be diligently worked according to the progress schedule and without extending performance periods due to insufficient resources.

27.2 Before any work is initiated under an individual TO, the CM shall coordinate with the CO and GPM and agree on a sequence of procedures; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches, corridors, stairways and elevators.

27.3 When specifically requested by the Government, the work shall, so far as practicable, be done in definite sections or areas and confined to limited areas that shall be completed before working in other areas. These areas shall be clearly annotated on the Contractor's construction drawings.

## **28.0 WORK IN OCCUPIED AREAS**

28.1 This contract includes work in multiple use type facilities that may be occupied when work is in progress. All work must be coordinated by the Contractor to minimize inconvenience to occupants. It shall be the Contractor's responsibility to take whatever measures are necessary to assure the protection of occupant's assets, furnishings, equipment, etc., and to perform the work so as to cause minimal disruption of ongoing activities in occupied areas.

28.2 Any temporary construction (example: dust partitions) shall be subject to prior approval of the GPM.

## **29.0 COORDINATING WITH GOVERNMENT ACTIVITIES**

29.1 The Contractor shall adhere to the requirements of each individual user organization. Any infringement on the normal working conditions (i.e. closing a hallway) shall be coordinated at least 24 hours in advance.

29.2 If it becomes necessary to interrupt the using agency's work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the GPM five working days in advance. Written requests for street closings shall be submitted to the GPM for approval 15 working days prior to closing of the street.

29.3 Work in connection with this contract which requires utility outages, (electrical, water, gas, etc.) which will close down or limit (as determined by the CO) normal activities in the building, construction area, or other affected areas, shall be performed by the Contractor at a time other than regular work periods of the organization occupying the facility. Requests for utility outages shall be submitted in writing to the GPM for approval 10 working days in advance. Utilities will not be turned on and off by the Contractor. CE personnel will be scheduled for this purpose.

**30.0 NOISE CONTROL:** The Contractor shall comply with all applicable state and local laws, ordinances, and regulations relative to noise control. The Government may require that operations that generate excessive noise be scheduled at other than standard work hours.

## **31.0 CONSTRUCTION SITE MAINTENANCE**

31.1 The Contractor shall store all supplies and equipment on the project site as much as is practicable so as to prevent theft or mechanical/climatic damage. The CO will approve storage area location. The site shall be maintained in a neat and orderly manner.

31.2 The Contractor shall dispose of all trash and debris generated during the contract. Disposal shall be by sanitary landfill or other approved methods and shall conform to all local, state, and federal guidelines and regulations.

31.3 The Contractor shall perform mowing and trimming operations on his job site or storage site at no additional cost to the Government. Mowing shall be accomplished during normal duty hour periods and in such a manner that the soil and grass will not be damaged. Towed mowers and self-propelled riding mowers shall not be operated within three (3) feet of trees and shrubs. Areas next to trees

and shrubs shall be mowed with hand-propelled mowers. Refer to the IFS for further details on site/grounds maintenance.

31.4 The Contractor shall store all refuse in appropriate trash containers on the jobsite. Location of a dumpster at the site shall be submitted in plan by the Contractor and approved by the GPM.

31.5 All mud, dirt, debris, foreign objects, or spills of any kind from the Contractor's operations (including subcontractors and suppliers) on streets and parking lots used as access to the work or staging areas, shall be cleaned off the same day. Taxiways, runways, parking aprons and hard surfaces used as access to the work or staging areas, shall be kept clean at all times.

31.6 The Contractor shall have all refuse removal trucks covered and secured prior to leaving the jobsite. If any materials are observed falling off the trucks, the truck shall be stopped and reloaded to prevent damage to any other vehicles caused directly/indirectly by falling debris. The Contractor shall bear the monetary responsibility to repair all damage associated with falling debris.

31.7 There are no approved concrete truck cleanout sites on base. The Contractor may instruct the truck to wash out into the Contractor's dumpster only. If the concrete truck cleans out anywhere else on base, the cleanup charges will be billed back to the Contractor and against the individual TO.

31.8 The base refuse contract supplies dumpsters for Government produced refuse only. The Contractor shall not dump refuse from any Repair Electrical System IDIQ project in the Government dumpsters. If the CO discovers Repair Electrical System IDIQ refuse in Government dumpsters, he may instruct the Contractor to immediately remove the refuse or have Government resources remove it at the Contractor's expense.

31.9 The Contractor's dumpster shall be removed prior to Final Inspection. The Contractor shall repair any damage or marks the dumpster causes to paving or lawns.

31.10 Each project site must be cleaned up at the end of each day. All debris (whether blown in or Contractor generated) on the jobsite shall be picked up and disposed of properly. All materials shall be neatly stacked and secured to prevent wind gusts from blowing materials around base. If the CO deems the site is unsightly the Contractor may be instructed to halt construction and clean up the site.

31.11 Trees, Shrubs, Grass and Irrigation Systems: The Contractor shall take appropriate measures to prevent injury to plants and subsurface irrigation systems on the project site unless designated to be removed. The Contractor shall not remove or prune any plants without approval from the CO or his designated

representative. Plants that are damaged during construction shall be replaced at no expense to the Government with a 1-year warranty. Replacement plantings shall be accomplished following the IFS and WPAFB specifications listed in SECTION 6. Damaged shrubs or hedges shall be replaced with plants of equal size, type, and value. Any subsurface irrigation system damaged by the Contractor shall be repaired by the Contractor.

31.12 WPAFB is committed to recycling as much construction and demolition debris as is practical. Government receptacles will be provided at construction sites and the Contractor is encouraged to take advantage of recycling opportunities. The receptacles will be removed from the job site by the Government and emptied when necessary. This is at no cost to the Contractor.

**32.0 CONTRACTOR PARKING:** The Contractor's employees, suppliers, and subcontractor vehicles shall not be parked on grass surfaces at any time. In addition, vehicles may not be driven over grass surfaces, unless indicated during Site Visit or pre-performance conference.

**33.0 TRANSPORTATION OF CONSTRUCTION EQUIPMENT:** The Contractor shall not drive any construction equipment with metal wheels or tracks (i.e. roller, excavator etc.) on the streets of WPAFB. All equipment shall be loaded on a trailer and hauled to the location.

**34.0 BASE FIRE REGULATIONS:** The Contractor shall comply with current Base Fire Regulations. The Contractor shall use no explosives or fire in performing the work. The Contractor shall understand and comply with current Occupational Safety and Health Administration welding and cutting requirements.

### **35.0 SECURITY REQUIREMENTS**

35.1 The Contractor shall comply with security regulations imposed by the Installation Commander and the agency occupying the space where work is to be performed, including any necessary security clearances. Prior to mobilization, the Contractor shall provide the CO a list of 2 key personnel--normally Contractor's (CM) and/or Contractor's (PS), authorized to act as Trusted Agents. Trusted Agents are authorized to sign- in Contractor and subcontractor personnel requiring access to work on WPAFB. The list shall be kept current, and the CO or authorized representative shall be notified immediately of any changes in the list.

35.2 All Contractor and subcontractor's employees entering WPAFB in the performance of this contract will be required to obtain and display employee identification as prescribed by local and Air Force Instructions.

35.3 Contractor identification cards may be issued for the performance period of the contract only, or for 1 year, whichever is the shorter period of time.

35.4 Contractor personnel will be made aware by the CO and the CM of the necessity for safeguarding identification cards issued and the requirement for reporting any identification cards lost.

**36.0 AIRFIELD REQUIREMENTS:** The Contractor shall coordinate through the GPM for restrictions involving access to the flight line, taxiway and runway areas. The Contractor shall comply with Air Force AFI 13-213, and the instruction of the Airfield Manager at all times.

**37.0 WORK IN SPECIAL SECURITY AREAS:** All work in secure areas shall be under escort by Government personnel. The Security Forces may require a local agency check of all personnel involved in the accomplishment of the work prior to commencement of work. The Contractor should allow approximately 30 days for this check.

### **38.0 SAFETY AND HEALTH**

38.1 The Contractor shall assume full responsibility and liability for compliance with the applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employee or subcontractors, which results in illness, injury or death.

38.2 All work shall comply with applicable state and local safety and health requirements. The Contractor or any of his subcontractors who are responsible for handling hazardous and toxic materials shall have the necessary certification before doing so and shall provide evidence of certification to the CO prior to issuance of the NTP.

38.3 The Contractor shall conduct initial and periodic training for their employees, and ensure that all subcontractor employees have had proper safety and awareness training.

38.4 The Contractor shall establish and maintain a safety plan to ensure the safety requirements of the contract are provided as specified. The safety plan shall be provided as specified and submitted to the CO within ten (10) days of Notice to Proceed. The safety plan shall be subject to Government approval. Contractor compliance with the safety plan will be monitored by the Government.

38.5 The Contractor shall record and report to the CO within one (1) hour of occurrence all available facts relating to each instance of injury to either the Contractor, subcontractor or Government personnel, or damage to Government property. In the event of an accident or mishap, the Contractor shall take prudent and reasonable action to establish control of the accident or mishap scene, until relieved by the Contracting Officer, or designated agent of the CO. If the Government elects to conduct an investigation of the accident or mishap, the

Contractor and/or subcontractor shall cooperate fully and assist Government personnel in the investigation until such is complete.

**39.0 EXPLOSIVE OPERATED HANDTOOLS:** Explosive operated hand tools shall not be used without previous approval of the CO. The Contractor shall comply with OSHA standard 1910.215 (c) when utilizing explosive operated hand tools. Storage of explosive cartridges on the installation will be in metal containers and limited to one day's supply. The Contractor will provide adequate controls to prevent theft/loss of cartridges used and stored on the installation.

**40.0 RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS:** All items having any apparent historical or archeological interest that are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and shall immediately report the find to the CO so that the proper authorities may be notified.

**41.0 USE OF TOBACCO:** There shall be no tobacco use inside Government facilities. This rule applies to all facilities, whether occupied or not, under construction/renovation or not. Cigarette butts shall not be left on the ground at any construction site. The Contractor shall strictly inform/enforce these rules regarding his employees, suppliers, and subcontractors.

**42.0 INAPPROPRIATE WORKER BEHAVIOR:** The Contractor assumes responsibility for the actions of all his employees, subcontractors, and suppliers when on WPAFB.

**43.0 COMPLETION OF CONTRACT:** At the conclusion of this contract, the Contractor shall be required to vacate the areas provided to him including site office and individual work sites. The Contractor shall return the site office to its original condition, and shall do so within 30 calendar days of being notified by the CO, or the conclusion of this contract, whichever comes first.

**44.0 PARTNERING:** In order to most effectively and efficiently accomplish the work provided under this contract, the Government is encouraging the formation of a cohesive, mutually beneficial partnership with the Contractor and their subcontractors. This partnership would strive to draw on the strengths, skills and knowledge of each organization in an effort to achieve a quality project, done right the first time, within budget, safely, and on schedule. The focus of partnering is to build cooperative relationships, avoid or minimize disputes and actively pursue the attainment of common goals by the contracting parties. Success will be dependent on teamwork characterized by open communication while always adhering to the highest professional standards.

## ABBREVIATIONS

A-E	Architect-Engineer
ACM	Asbestos Containing Material

AES	Automated Estimating System
BCE	Base Civil Engineer
BCO	Base Contracting Office
BEC	Base Environmental Coordinator
CA	Contract Administrator
CADD	Computer-Aided Drafting/Design
CCI	Construction Cost Index
CM	Contractor's Contract Manager
CE	Civil Engineer
CFR	Code of Federal Regulations
CO	Contracting Officer
PM	Project Manager
PS	Contractor's Project Superintendent
QCM	Contractor's Quality Control Manager
CR	Clarification Request
TO	Task Order
DSHD	Double-Sided High Density
ENR	Engineer News Report
EPA	Environmental Protection Agency
GPM	Government Project Manager
GFE	Government Furnished Equipment
GFM	Government Furnished Material
JV	Joint Venture
LD	Liquidated Damages
MPB	RS Means Pricing Book
MSDS	Material Supply Data Sheet
NPI	Non-Priced Item
NTP	Notice to Proceed
PC	Personal Computer
QC	Quality Control
RFP	Request for Proposal
SABER	Simplified Acquisition of Base Engineering Requirements
SOO	Statement of Objectives
SOW	Statement of Work

### **Sole Source Letters**



001 FAP Approval  
Memo WPAFB - 29 D



Cat Mgmt 4 - HVAC  
Standardization, AF



6. Wright Patterson  
GEN Approval Mem

**Source Selection Information – See FAR 2.101 and 3.104  
For Official Use Only**

**Section L, Instructions, Conditions, and Notices To Offerors or Respondents FA8601-23-R-0022 Attachment 2 - Solicitation Cross-Reference Matrix:** The offeror shall fill in the following table with the proposal page numbers that contain the requested section L information.

**For Prospective Offerors:** If this matrix conflicts with any other requirement, direction, or provision of this solicitation, the other reference shall take precedence over this matrix. Additionally, to the extent this matrix discloses details as to the extent or manner by which the Government intends to evaluate offeror’s proposals for award, Section M references in the matrix are for information purposes only, and the Government shall be obligated to evaluate proposals solely in conformance with the provisions of the Section M of the solicitation.

<b>Section L Paragraph</b>	<b>Section M Paragraph</b>	<b>SOW Section</b>	<b>Technical Proposal Page #</b> [To be filled out by the offeror, and included with proposal]	<b>Govt. Use Only</b> [Leave Blank]
4.2.4 Volume Organization – Technical Volume  Step 1: Certification of US Ownership Compliance Gate & Prior Experience and Self-Performance Compliance Gate  Step 2: Technical	2.1 Source Selection Process Flow  Step 1: Certification of US Ownership Compliance Gate & Prior Experience and Self-Performance Compliance Gate  Step 2: Technical	Section 1, 3, 9, 13, 14, 15, 17, 27, and 44		
4.2.4 Subfactor 1: Management Approach	2.3 Technical Factor, Subfactor 1: - Management Approach - Merit of Measure	Section 1, 3, and 44		
4.2.4 SubFactor 2: Project Planning and Execution	2.3 Technical Factor, SubFactor 2: - Project Planning and Execution - Merit of Measure	Section 3, 9, 13, 14, 15, 17, 27 and 44		
5.0 Vol III - Factor 2: Price	2.4 Price Factor	Section 9		

**Source Selection Information – See FAR 2.101 and 3.104  
For Official Use Only**

# Repair Electrical System IDIQ PRICING WORKSHEET

## (FA8601-23-R-0022, Section J, Attachment 3)

Ordering Period	Estimated Ordering Period Amount	Coefficient A		Coefficient B		Coefficient C		Coefficient D		Coefficient Total	Ordering Period Evaluated Price
		Weight	Coefficient	Weight	Coefficient	Weight	Coefficient	Weight	Coefficient		
Year 1	\$1,780,000.00	75.00%	0.0000	10.00%	0.0000	5.00%	0.0000	10.00%	0.0000	0.0000	\$0.00
Year 2	\$1,780,000.00	75.00%	0.0000	10.00%	0.0000	5.00%	0.0000	10.00%	0.0000	0.0000	\$0.00
Year 3	\$1,780,000.00	75.00%	0.0000	10.00%	0.0000	5.00%	0.0000	10.00%	0.0000	0.0000	\$0.00
Year 4	\$1,780,000.00	75.00%	0.0000	10.00%	0.0000	5.00%	0.0000	10.00%	0.0000	0.0000	\$0.00
Year 5	\$1,780,000.00	75.00%	0.0000	10.00%	0.0000	5.00%	0.0000	10.00%	0.0000	0.0000	\$0.00
Option - 6 months	\$1,000,000.00	75.00%	0.0000	10.00%	0.0000	5.00%	0.0000	10.00%	0.0000	0.0000	\$0.00

**Notes:**

1. Offeror is required to complete all blue cells. All other cells will self populate based on the formulas specified in Section M of the RFP.
2. The coefficient weights and estimated ordering period amounts specified are for evaluation purposes only. They are not indicative of actual contract utilization.
3. Section 9.1.6 of the Statement of Work (SOW) provides the coefficient definition and what shall be included in the proposed coefficients.
4. Coefficient A is for work performed during standard working hours (reference SOW Section 9.1.6.1).
5. Coefficient B is for work performed during non-standard working hours (reference SOW Section 9.1.6.2).
6. Coefficient C is for equipment and material not included in the RSMeans Unit Price Book (reference SOW Section 9.1.6.3).  
Shall be no less than 1.0000 and not greater than 1.1000.
7. Coefficient D is for professional engineering services and permits not included in the RSMeans Unit Price Book (reference SOW Section 9.1.6.4).  
Shall be no less than 1.0000 and not greater than 1.1000.
8. Section 9.4.1.2. of the SOW specifies the only allowable adjustments to RSMeans Unit Price Book line items.

Source Selection Information (when completed) – See Far 2.101 and 3.104  
Controlled Unclassified Information



**STATEMENT OF OBJECTIVES (SOO)**  
**for**  
**Project #: ZHTV - 233200**  
**Work Order #:**  
**Title: Replace Electrical gear at 34067**  
**WRIGHT-PATTERSON AFB, OH**  
**CEOER Construction Manager: Tony Winner**  
**Date: 15 May 2023**

1. Project Purpose: Replace old worn-out Electrical gear.
2. General Project Scope: Replace Main Electric Gear
3. General Requirements:
  - 3.1. Period of Performance: 222 days. Ref: Construction Time Estimate on page 4.
  - 3.2. Contractor must field verify all dimensions.
  - 3.3. Contractor must forward a job walk summary 48 hrs after each job walk.
  - 3.4. All work shall be accomplished in a professional and craftsman-like manner.
  - 3.5. All work shall be in compliance with the current CEO/CEOER SOW, current codes, WPAFB IFS and Specifications.
  - 3.6. All materials shall be installed per manufacturers' recommendations, unless specified otherwise in writing. All materials shall be utilized within the manufactures' limitations and intended purposes.
  - 3.7. In the event of damages of any nature caused by this work due to improper protection, precaution or safety measure, such damages shall be repaired, or such property shall be replaced by the Contractor at no cost to the Government. In the event the Contractor does not satisfactorily repair or replace such damage caused by the work of this contract in a timely manner, the Government will make the necessary corrections and the contractor shall reimburse the Government for inconvenience, labor and materials involved.
4. Liquidated Damages: No
5. Design Analysis/calculations and Professional Engineer (PE) Certification required: NO
6. Fire protection and life-safety analysis by Fire Protection Engineer (FPE) required: No
7. Test Report required: No

8. \*Schedule of Materials Submittals:

X	AF Form 1354 (Real Property)		Shop Drawings
X	AF Form 3064 (Schedule)		Site Restoration
X	As-builts		Operating Instructions
	Mechanical		Ozone Depleting Substances (AF Form 1471)
	Plumbing		Utilities
	Controls	X	Warranty Package
X	Electrical		Waste Diversion plan

9. \*Drawings Required:

	Cover Sheet		Floor Plans
	Demolition Plan		Lighting Schedule
	Electrical Lighting Plan		Mechanical Plan
	Existing Site Plan		New Site Plan
	Finish Schedule		Plumbing Plan
	Fire Alarm/Detection Plan		Power Plan/Panel Schedule
	Fire Suppression Plan		Fire Suppression Plan

\*This is not an all-inclusive list. This does not relieve the Contractor of their responsibility to provide the Government required submittals/drawings.

10. General Scope of Work: This Project is to remove and reinstall new electrical gear in building 34067. All work will be done in room 112, this is an outside Mech room

- Remove old GE 600amp 480/277 MDP
- Remove old GE 225amp 480/27 subpanel
- Remove old GE 225amp 480/277 subpanel
- Remove old GE 112.5KVA Transformer
- Install New SQ D 600amp main circuit braker 480/277 MDP in same place as old one
  - 7 - 3 pole 60amp breakers
  - 5 – 3 pole 100 amp breakers
- Install 2 New SQ D 225amp main circuit breaker 480/277 Subpanels in the same place as the old ones
  - 17 – 3 pole 30amp breakers
  - 1 – 3 pole 60amp breaker
- Install new SQ D 12.5KVA Transformer in same location as old one
- Install new SQ D Meter (PM8244 meter with screen, CT's and all associated parts needed for connections)
  - Will also need connected to the CE COIN Network (Government will provide Network to the room)
- Reconnect all panel feeders, branch circuits, and any other wiring that was unhooked during demo
- When all equipment has been reinstalled and energized, check voltage, rotation, and make sure everything is back in working order.
- Fill out and turn in OLD/NEW Equipment form

## Construction Time Estimate

Construction time itemized estimate as follows:

<b><u>Function:</u></b>	<b><u>Days:</u></b>
Submittal Approval	__30__
Mobilization	__7__
Long Lead Items	__150__
Construction duration	__20__
Clean up	__5__
Final Inspection/Punchlist	__10__
<b><i>Subtotal:</i></b>	<b>__222__</b>

### **Additional Factors:**

Weather Delays	____0__
Security Delays	____0__
Phasing Delays	____0__
Reduction for Over Time	____0__
<b><i>Subtotal:</i></b>	<b>__222__</b>
<b><i>Total:</i></b>	<b>__222__</b>

"General Decision Number: OH20230081 08/04/2023

Superseded General Decision Number: OH20220081

State: Ohio

Construction Type: Building

County: Greene County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
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7	08/04/2023

ASBE0008-010 03/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.08	20.69

BROH0018-003 06/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 30.87	15.87

BROH0022-010 07/01/2022

	Rates	Fringes
TILE FINISHER.....	\$ 26.36	9.97
TILE SETTER.....	\$ 28.95	14.85

CARP0002-017 05/01/2017

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

ELEC0082-004 12/05/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

ELEV0011-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.72	37.335+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-034 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 35.89	15.09

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

-----  
\* IRON0044-020 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.37	23.30

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\* IRON0290-006 06/01/2023

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 32.69	24.05

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LAB00265-018 05/01/2021

	Rates	Fringes
LABORER		
Mason Tender - Brick.....	\$ 23.05	17.10

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LAB01410-004 04/05/2023

	Rates	Fringes
LABORER		
Common or General; Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 30.35	12.65

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\* PAIN0249-005 05/01/2023

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 26.23	12.56

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PAIN0387-002 11/01/2022

	Rates	Fringes
GLAZIER.....	\$ 30.33	17.22

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PLAS0132-020 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.32	18.60

-----  
PLUM0050-009 07/04/2022

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 44.60	28.51

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PLUM0162-009 06/01/2022

Rates Fringes

PLUMBER (Includes HVAC Pipe Installation).....	\$ 36.47	26.80
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ROOF0042-001 08/01/2022		
	Rates	Fringes
ROOFER.....	\$ 30.90	18.25
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SFOH0669-009 04/01/2023		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.08	26.91
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* UAVG-OH-0021 01/01/2019		
	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.56	16.37
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* UAVG-OH-0025 01/01/2018		
	Rates	Fringes
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 28.10	23.41
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* UAVG-OH-0027 01/01/2018		
	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 34.84	14.76
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SUOH2012-083 08/29/2014		
	Rates	Fringes
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 21.02	4.21
FORM WORKER.....	\$ 22.41	9.01
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.95	8.60
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
OPERATOR: Bulldozer.....	\$ 26.01	4.95
OPERATOR: Loader.....	\$ 29.99	12.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.25	12.61
PAINTER: Spray.....	\$ 22.78	12.40

SHEET METAL WORKER (HVAC Duct and HVAC Unit Installation Only).....	\$ 26.41	17.34
TRUCK DRIVER: Dump (All Types)...	\$ 22.08	11.51

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor  
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Washington, DC 20210

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: OH20230093 08/04/2023

Superseded General Decision Number: OH20220093

State: Ohio

Construction Type: Building

County: Montgomery County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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5	05/26/2023
6	06/30/2023
7	08/04/2023

ASBE0008-010 03/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.08	20.69

BROH0022-005 06/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 30.15	16.91

BROH0022-011 07/01/2022

	Rates	Fringes
TILE FINISHER.....	\$ 26.36	9.97

ELEC0082-004 12/05/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

ELEV0011-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.72	37.335+a+b

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ENGI0018-034 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 35.89	15.09

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

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	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.37	23.30

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	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 32.69	24.05

---

LAB01410-005 04/05/2023

	Rates	Fringes
LABORER		
Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 30.35	12.65
Mason Tender - Brick.....	\$ 30.95	12.65

---

\* PAIN0249-005 05/01/2023

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 26.23	12.56

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PAIN0387-002 11/01/2022

	Rates	Fringes
GLAZIER.....	\$ 30.33	17.22

---

PLUM0050-009 07/04/2022

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 44.60	28.51

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PLUM0162-008 06/01/2022

	Rates	Fringes
PLUMBER (HVAC Pipe Installation Only).....	\$ 36.47	26.80

---

ROOF0042-001 08/01/2022

	Rates	Fringes
ROOFER.....	\$ 30.90	18.25

---

SFOH0669-009 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.08	26.91

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\* UAVG-OH-0021 01/01/2019

Rates	Fringes
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OPERATOR: Oiler.....	\$ 27.56	16.37
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* UAVG-OH-0025 01/01/2018		
	Rates	Fringes
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 28.10	23.41
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* UAVG-OH-0031 01/01/2018		
	Rates	Fringes
BRICKLAYER: TILE SETTER.....	\$ 26.09	12.30
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SUOH2012-095 08/29/2014		
	Rates	Fringes
CARPENTER.....	\$ 21.59	5.70
CEMENT MASON/CONCRETE FINISHER...	\$ 26.07	12.34
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 21.02	4.21
FORM WORKER.....	\$ 22.41	9.01
LABORER: Common or General.....	\$ 20.87	5.92
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.95	8.60
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OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
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OPERATOR: Loader.....	\$ 29.99	12.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.25	12.61
PAINTER: Spray.....	\$ 22.78	12.40
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 26.21	12.51
SHEET METAL WORKER (HVAC Duct and HVAC Unit Installation Only).....	\$ 24.28	10.50
TRUCK DRIVER: Dump (All Types)...	\$ 22.08	11.51
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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"