



DEPARTMENT OF THE AIR FORCE
31ST FIGHTER WING (USAF)

**31st CONTRACTING SQUADRON
AVIANO AB, ITALY**

**Amendment 0001
Combined Synopsis / Solicitation**

for

**31st OG Wi-Fi Installation and Service
@
Aviano AB, Italy**

This is an acquisition in accordance with FAR Part 12 (Acquisition of Commercial Items) and FAR Part 13 (Simplified Acquisition Procedures)

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.

GENERAL INFORMATION

SOLICITATION #: *FA568219QWIFI 0001* **PR#** *F1FWDT9094AW01*

[**X**] Request for Quotation (RFQ) [] Request for Proposal (RFP) [] Invitation for Bid (IFB)

This solicitation and the incorporated provision and clauses are those in effect through Federal Acquisition Circular (FAC) 2019-02TA Effective 6 May 2019; Defense DPN 20190215 Effective 15 February 2019 and AFAC 2018-0525 Effective 25 May 2018

Due to the overseas location of this solicitation, no set-aside will be used.

North American Industry Classification Code (NAICS):

517312 Wireless Telecommunication Carriers

PSC Code: D399

ITEMS TO BE PROVIDED/SERVICES TO BE PERFORMED

Potential offerors are to quote on the following line items, quotes are due to this office no later than NLT **TUESDAY 18 JUNE @ 16.00 Central European Time (CET)**

31st OG WIFI Installation and Service @ Aviano AB, Italy

Period of Performance (PoP): as indicated in par. 1 of SOW [R](#)

Delivery: Aviano Air Base, Italy

All items are to be provided and all services are to be performed in strict accordance with this solicitation and the attached Statement of Work [R](#) dated [Jun 2019](#).

In accordance with AFFARS 5325.1002 Use of Foreign Currency

Submission of Offers in other than United States Currency, when offers are given a choice of submitting offers in United States dollars or in a currency other than United States dollars. When purchase requests and contracts are expressed in foreign currency, the rate of exchange to be used in determining any applicable acquisition thresholds and authorities will be the current Foreign Currency Fluctuation Defense (FCFD) budget rate for the applicable currency.

In accordance with DFARS 252.225-7041 Correspondence in English

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

Please provide your best quotation for the following line items:

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	PARTS/INSTALLATION The contractor shall provide Wi-Fi Services IAW attached SOW R PERFORMANCE PERIOD: 15 July 2019 THROUGH 14 July 2020	1	Lot	EURO_____	EURO_____
0002	MONTHLY WIFI SERVICES The contractor shall provide Wi-Fi Services IAW attached SOW R PERFORMANCE PERIOD: 15 July 2019 THROUGH 14 July 2020	12	Month	EURO_____	EURO_____
1002	MONTHLY WIFI SERVICES The contractor shall provide Wi-Fi Services IAW attached SOW R PERFORMANCE PERIOD: 15 July 2020 THROUGH 14 July 2021	12	Month	EURO_____	EURO_____
2002	MONTHLY WIFI SERVICES The contractor shall provide Wi-Fi Services IAW attached SOW R PERFORMANCE PERIOD: 15 July 2021 THROUGH 14 July 2022	12	Month	EURO_____	EURO_____
3002	MONTHLY WIFI SERVICES The contractor shall provide Wi-Fi Services IAW attached SOW R PERFORMANCE PERIOD: 15 July 2022 THROUGH 14 July 2023	12	Month	EURO_____	EURO_____
4002	MONTHLY WIFI SERVICES The contractor shall provide Wi-Fi Services IAW attached SOW R PERFORMANCE PERIOD: 15 July 2023 THROUGH 14 July 2024	12	Month	EURO_____	EURO_____
Total Price: Prices must be without Value Added Tax (IVA)					Tot Euro

FAR 52.212-1, Instructions to Offerors -- Commercial Items (Jan 2017), and its addenda applies to this acquisition.

FAR 52.212-2, Evaluation -- Commercial Items (Oct 2014) and its addenda does apply to this acquisition. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability of the item offered to meet the Government requirement.*
- (ii) price;*

Offerors should include with their offers a completed copy of the provision at FAR 52.212-3 Alt-1, Offeror Representations and Certifications - Commercial Items (Jan 2017).

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (Jan 2017), applies to this acquisition.

FAR 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items (Jan 2017) (Deviation).

No additional requirements or terms and conditions apply to this acquisition.

Defense Priorities and Allocations System (DPAS) assigned rating is: none.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Offerors shall certify company information is accurate and current in the System for Award Management (SAM).

*****SAM Requirement** - Company must be registered in System for Award Management (SAM) before an award can be made to them. If company is not registered in SAM, they may do so by going to SAM web site at <https://www.sam.gov>. Offerors should provide their DUNS number, CAGE code, and confirmation of their SAM registration along with their quote.***

RESPONSE DATE/TIME AND CONTACT INFORMATION	
Offers Due:	June 18, 2019 at 16.00 CET (Central European Time)
Contracting Point of Contact:	Ms. Cristina Purisio!; MSgt Matthew Mayo
Phone Number:	(+39) 0434/30-7109 ; 0434-30-4309
Email:	cristina.purisio!.it@us.af.mil ; matthew.mayo@us.af.mil

The full text of the FAR, DFARS, and AFFARS can be accessed on the Internet at <http://farsite.hill.af.mil>

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

52.212-3	Offeror Representations and Certifications--Commercial Items (Jan 2017)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (Feb 2002)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.233-3	Protest after Award (Aug. 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.244-6	Subcontracts for Commercial Items (Jan 2017)
52.253-1	Computer Generated Forms (Jan 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.203-7005	Representation Relating to Compensation of Former DoD Officials (Nov 2011)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7004 Alt A	System for Award Management (Feb 2014)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.222-7002	Compliance with Local Labor Laws (Overseas) (Jun 1997)
252.222-7003	Permit from Italian Inspectorate of Labor (Jun 1997)
252.229-7000	Invoices Exclusive of Taxes or Duties (Jun 1997)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (Jun 2012)
252.232-7008	Assignment of Claims (Overseas) (Jun 1997)
252.232-7010	Levies on Contract Payments (Dec 2006)
252.233-7001	Choice of Law (Overseas) (Jun 1997)
252.244-7000	Subcontracts for Commercial Items (Jun 2013)
5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012)
5352.223-9001	Health and Safety on Government Installations (Nov 2012)
5352.242-9000	Contractor access to Air Force Installations (Nov 2012)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 Contract Terms and Conditions -- Commercial Items (Jan 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (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, 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.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) System for Award Management (SAM).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) Change the name in the SAM database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2017)

a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **within 30 days before contract expires.**

(End of clause)

52.217-9 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 **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** 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 **66 months.**

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **14 July 2020**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **14 July 2020**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

<http://farsite.hill.af.mil>
<https://www.acquisition.gov>

52.252-6 Authorized Deviation in Clauses (Apr 1984)

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

(b) The use in this solicitation or contract of any **DFARS Defense Federal Acquisition Regulation** (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)

252.229-7001 Tax Relief (Sep 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ **(Offeror Insert)** **RATE (PERCENTAGE):** _____ **(Offeror Insert)**

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.229-7003 Tax Exemptions (ITALY) (Mar 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): 91000190933 .

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

“I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972.” An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa di Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (May 2013)

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

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

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

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

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

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

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

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

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

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

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

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

2 in 1 invoice (Services Only)

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

FA5682

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>F78900</u>
Issue By DoDAAC	<u>FA5682</u>
Admin DoDAAC	<u>FA5682</u>
Inspect By DoDAAC	<u>F1FWDT</u>
Ship To Code	<u>F1FWDT</u>
Ship From Code	N/A
Mark For Code	N/A

Service Approver (DoDAAC)	<u>F1FWDT</u>
Service Acceptor (DoDAAC)	<u>F1FWDT</u>
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

cristina.purisiol.it@us.af.mil
matthew.mayo@us.af.mil

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

cristina.purisiol.it@us.af.mil

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

(End of clause)

5352.201-9101 Ombudsman (Jun 2016)

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

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the Center/MAJCOM/DRU/AFRCO/SMC ombudsman/ombudsmen:

Primary Command Ombudsman:

Mr. Symanski Erik J
AFICA/KU, UNIT 3103, APO, AE 09094-3103
AFICA/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany
E-mail: erik.symanski@us.af.mil
DSN: (314)480-2209 Comm: 0049-6371-47-2209
Fax: (49)-6731-47-2025

Alternate Command Ombudsman:

Ms. Heidi Hoehn
AFICA/KU, UNIT 3103, APO, AE 09094-3103
AFICA/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

FA568219QWIFI 0001

E-mail: heidi.hoehn.de@us.af.mil
Tel: DSN: (314)480-9330 Fax: (49)-6731-47-2025

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)

5352.223-9001 Health and Safety on Government Installations (Nov 2012)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

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

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

(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)

LIST OF EXHIBITS AND ATTACHMENTS

Attachment 1	Statement of Work R	JUN 2019	8 pages
Attachment 2	Maps and layouts R		7 sheets

PROVISIONS INCORPORATED BY REFERENCE

52.204-7	System for Award Management (Oct 2016)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-17	Ownership or Control of Offeror (July 2016)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Oct 2015)
52.232-38	Submission of Electronic Funds Transfer Information with Offer (Jul 2013)

PROVISIONS INCORPORATED BY FULL TEXT

52.204-20 Predecessor of Offeror (Jul 2016)

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

“Commercial and Government Entity (CAGE) code” means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-1 Instructions to Offerors -- Commercial Items (Jan 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, 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 offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer 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—

(A) 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 offers; or

(B) 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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) 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)

Addendum to FAR 52.212-1 Instructions to Offerors - Commercial Items (Jan 2017)

Failure to meet a requirement may result in a proposal rated non-responsive or unacceptable and therefore ineligible for award.

Complete the requirements blocks of the Combined Synopsis/Solicitation. In doing so, the Offeror accedes to the contract terms and conditions as written in the solicitation, with attachments. The solicitation constitutes the model contract.

The Government's terms, conditions, and respective clauses contained within this solicitation are prescribed in accordance with United States Federal Acquisition Regulations (FAR), and are not subject to conditionally proposed revisions or changes requested by offerors. Offerors' specific terms and conditions that may be contingently proposed for subsequent inclusion into the contract if awarded, will not be considered by the Government in its evaluation of quotations. Offerors that are not able to comply with the aforementioned conditions, will be determined as non-responsive to the solicitation requirements, and therefore will be removed from consideration for award.

Submit signed and dated offers to this office prior to the date and time specified in this RFQ. Offers shall be submitted on the Combined Synopsis/Solicitation.

Site Visit is scheduled for 10 JUNE 2019 at 10:00 am C.E.T.

Meeting point is the Large Vehicle Inspection Site (LVIS) Gate, Via Localita' Tornielli 18, Roveredo In Piano, Pordenone.

All prospective offerors are highly encouraged to attend and are encouraged to inspect the sites where the services are to be performed. In no event shall failure to inspect the sites constitute grounds for a claim after contract award. All offerors who intend to participate in the site visit shall coordinate base access through the Contracting Office as per below instructions:

- (1) A maximum of 2 persons per company will be allowed to participate.
- (2) Contractor shall provide the names, and a copy of the Identity Document or Passport of company representatives attending the pre-submission conference and site visit not later than 7 June 2019 at 12.00 p.m. C.E.T (noon) to: cristina.purisiol.it@us.af.mil and matthew.mayo@us.af.mil
- (3) Formal questions shall be submitted with your company information no later than 04.00 p.m. C.E.T. 13 June 2019.

Proposal Preparation Instructions

A. To ensure timely and equitable evaluation of quotations, Offerors must follow the instructions contained herein. Offerors are required to meet ALL solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. In order to be determined responsive an offeror must submit all documentation to demonstrate the following:

1. Acknowledgement of compliance with all solicitation terms and conditions
2. Acknowledgment of all solicitation amendments (if any)
3. Completion of representations and certifications (FAR 52.212-3 Alt I)
4. Documentation proving good standing and license to operate a business at Aviano AB, Italy
5. General Authorization to offer to the general public the access to internet through the Wi-Fi released by the Italian Ministry of the Economic Development
6. ISO 9001 Certification or foreign equivalent document.

B. In addition to the requirements outlined above required to determine responsiveness of prospective offerors, the quotation shall consist of two additional separate parts;

- **Factor I – Technical acceptability - Submit one (1) copy of:**
 - (a) filled in table in the SOW **R** at par. 5.1;
 - (b) technical data sheets of the proposed installed equipment, with floor plan listing equipment location, inclusive of indication of bandwidth/speed (upload and download) in Mbps
 - (c) Wi-Fi coverage maps to document the coverage area, in accordance with the requirements as indicated in the attached Statement of Work;
 - (d) installation schedule from award to functional Wi-Fi in each facility
- **Factor II – Price - Submit one (1) copy of price schedule consisting in unit price as indicated in this solicitation**

C. The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional price information will be requested. However, if at any time during this competition the Contracting Officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness and affordability of the price.

D. Complete the necessary fill-ins and certifications in provisions and in the on-line Representations and Certifications at www.sam.gov. Return the provision FAR 52.212-3, Offeror Representations and Certifications – Commercial Items – Alternate I, along with the proposal. For other provisions and clauses in the solicitation, the offeror is required to submit the pages that require an offeror fill-in.

Specific Instructions: Complete the necessary fill-ins and certifications in all provisions. The provisions FAR 52.212-3 Alt I, shall be returned along with the proposal.

F. Proposal Submission Instructions:

Submission Method	Instructions
Email	<input type="checkbox"/> Submit to crisrina.purisiol.it@us.af.mil AND matthew.mayo@us.af.mil <input type="checkbox"/> 5MB size limit per email – no zipped folders only PDF <input type="checkbox"/> If sending multiple emails, label each email as “1 of X” “2 of X” etc. so that receipt of all parts can be verified <input type="checkbox"/> Suggest sending using a read receipt. <input type="checkbox"/> It is the offeror’s responsibility to ensure the proposal is sent to the correct Government email address.
CD/DVD	<input type="checkbox"/> Submit to Building 600, Area E, Via Pordenone 89, 33081 Aviano, Italy <input type="checkbox"/> Sealed envelope or package used to submit your proposal must show the time and date specified for receipt, Solicitation Number, and the name and address of the offeror. <input type="checkbox"/> Electronic copies must be submitted on CD or DVD. Flash drives will not be accepted. <input type="checkbox"/> Only one electronic copy is required.

The submittal due date for quotations is 18 June 2019 no later than 16:00 hours Central European Time.

Late proposals will be processed in accordance with FAR 52.212-1(f) —Late submission, modifications, revisions, and withdrawals of offers.

G. Further changes to the original clause 52.212-1.

1. Paragraph 52.212-1(c), Period for Acceptance of Offers is tailored as follows: The offeror agrees to hold the prices in its offer firm for **104 calendar days** from the date specified for receipt of offers.
2. Paragraphs 52.212-1(d) and 52.212-1(h) and 52.212-1(i) do not apply to this acquisition.

52.212-2 Evaluation -- Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The significant evaluation factors are:

- i) technical capability of the item offered to meet the Government requirement; and
- ii) price.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to FAR 52.212-2 Evaluation -- Commercial Items (Oct 2014)

BASIS FOR CONTRACT AWARD.

The Government will award one contract resulting from this solicitation to the responsible offeror whose offer is determined to be the most advantageous to the Government, price and other factors considered. This evaluation is conducted in accordance with the Federal Acquisition Regulation (FAR) 13. The Government may award without discussions, reserving the right to hold discussions if deemed necessary by the CO.

To be considered for award, the proposal must conform to all solicitation requirements and the offeror must be deemed responsible in accordance with (IAW) FAR 9.104-1. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

Only one award will be made as a result of this solicitation.

Specific Instructions: The response shall consist of two (2) separate parts:

- **Part I- Technical Acceptability** - Submit one (1) copy of :
 - (a) filled in table in the [SOW R](#) at par. 5.1;
 - (b) technical data sheets of the proposed installed equipment, with floor plan listing equipment location, inclusive of indication of bandwidth/speed (upload and download) in Mbps
 - (c) Wi-Fi coverage maps to document the coverage area, in accordance with the requirements as indicated in the attached Statement of Work;
 - (d) installation schedule from award to functional Wi-Fi in each facility
- **Part II- Price** - Submit one (1) copy of price schedule and any pertinent additional information.

RATING and DEFINITION:

Acceptable means that the offer meets the requirements of the solicitation.

Unacceptable means that offer does not meet the requirements of the solicitation.

(1) **FACTOR I - Technical information-** The government will evaluate technical offers assigning an overall rating of Acceptable, or Unacceptable. This factor is met when documentation from the offeror successfully demonstrates the contractor ability to meet the needs of the Government based upon the below criteria. Any factor evaluated as "Unacceptable" will render the entire offer unacceptable and, therefore, un-awardable. Only an offer determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. However, the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

This requirement is met when the submission of detailed Technical Information demonstrates successfully to be in compliance with the prescription contained in the SOW.

(2) **FACTOR II - Price.** The offer will be evaluated on the Total Evaluated Price (TEP) including: Base Year and four (4) option periods and price for the potential 6 month extension covered by Federal Acquisition Regulations (FAR) 52.217-8- Option to Extend Services. The evaluation of this potential extension shall be accomplished by adding an additional 6 months using the same monthly prices as proposed for the final option period, to the total price for the basic requirement.

Explained: (Total Price for all priced CLINS) + (6 additional months at final option price) = TEP

High or unbalanced prices may serve as a basis for rejection of the offer. The price evaluation will document the reasonableness and completeness of the total evaluated price. The offeror shall price each option period, although the exercising of the options is at the sole discretion of the Government and not guaranteed. Additionally, as this requirement is commercial, that will result in a "firm-fixed-price" contract, a competitive comparison of offeror's Total Evaluated Price (TEP) will satisfy the requirement for price analysis, in establishing price reasonableness in accordance with FAR 13.106-3(a)(1).

i. Arithmetic Discrepancies. For the purpose of initial evaluation of offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the offeror.

- (A) Obviously misplaced decimal points will be corrected;
Discrepancy between unit price and extended price, the unit price will govern;
Apparent errors in extension of unit prices will be corrected;
- (B) Apparent errors in extended prices per CLIN will be corrected.

ii. For the purpose of offer evaluation, the Government will proceed on the assumption that the Offeror intends his/her offer to be evaluated on the basis of the unit price. The totals arrived at by resolution of arithmetic discrepancies listed above will be so reflected on the abstract of offers. These correction procedures shall not be used to resolve any ambiguity concerning which offer is low.

Reasonableness: Reasonable prices are those that, considering the type of business concern and organizational structure, reflect market conditions for the requested work and reasonable for both parties. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business (ref. FAR 31.201-3). A contract will not be awarded to an offeror whose price is not determined to be fair and reasonable (cost realism will not be evaluated for this requirement). The Government may use any of the price analysis techniques to determine price reasonableness. Prices will be evaluated for balance IAW FAR 13.106-3(a)(1).

(3) Award process: The evaluation process is as follows; discussions may or may not be held, the Government reserves the right to hold discussions at any point during the evaluation:

(i) Process. All offers will be checked to ensure compliance with the solicitation requirements and determine responsiveness of the offer. If an offer is deemed non-responsive it may be excluded from further consideration for award at this time.

(ii) Technical Evaluation. The Government technical evaluation team shall evaluate the technical quotations submitted by responsive offerors assigning a rating in all non-price factors.

(iii) Price Evaluation. Initially, offers shall be ranked according to price, including any option prices and 6 month extension IAW FAR 52.217-8. If a quotation is evaluated as technically acceptable it will then be evaluated for price reasonableness and balanced pricing in accordance with FAR 13.106.

(f) Options. The Government will evaluate offers for award purposes by adding the total price for all options (including the 6 month extension IAW FAR 52.217-8) to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

NOTE: Pricing for the option periods will be evaluated for use under Federal Acquisition Regulation clauses 52.217-8 and 52.217-9

(End of Provision)

52.233-2 Service of Protest (Sep 2006)

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

Ms. Megan F. Baer
Procurement Contracting Officer
31 CONS, Aviano AB

Via Pordenone 89, 33081 AVIANO -PN- ITALY
Comm. Phone: +39-0434-300100 DSN 632-0100

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

(End of Provision)

52.252-1 Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

<https://www.acquisition.gov>

(End of Provision)