REQUEST FOR PROPOSAL

N62742-22-R-1322
PAF 198127 TACMOR UTILITIES AND INFRASTRUCTURE SUPPORT
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(A) SOLICITATION, OFFER AND AWARD (SF1442) (Rev. 4-85)

(B) 00 70 00 CONTRACT CLAUSES (FULL TEXT)

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(D) NAVFAC SPECIFICATION WORK ORDER NO (WON). 1596606
RFP N62742-21-R-1329, PAF 191827 TACMOR UTILITIES AND INFRASTRUCTURE SUPPORT

GENERAL DESCRIPTION: SEE SECTION 01 11 00, SUMMARY OF WORK, PARAGRAPH 1.1.1, Project Description.

THIS PROCUREMENT IS UNRESTRICTED. North American Industry Classification System (NAICS) Code 237990, Other Heavy and Civil Engineering Construction, Average Annual Receipts for the Past 3 years $39.5M

ESTIMATED COST: BETWEEN $100,000,000 AND $250,000,000.

DPAS RATING: DO-C2

ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. The awardee’s proposal will be incorporated into the contract and all items proposed will become binding requirements of the contract. By submission of the offer, the offeror agrees that all items proposed (e.g., affiliates/subcontractors with teaming agreements, etc.) will be utilized for the duration of the contract and any substitutions must be equal or better and will require prior approval by the Contracting Officer.

AWARD RESULTING FROM THIS SOLICITATION IS SUBJECT TO RECEIPT OF CONGRESSIONAL/PRESIDENTIAL APPROVAL OF THE FY22 NATIONAL DEFENSE AUTHORIZATION ACT AND FY22 MILITARY CONSTRUCTION QUALITY OF LIFE AND VETERANS AFFAIRS APPROPRIATIONS ACT

AWARD RESULTING FROM THIS SOLICITATION IS SUBJECT TO RECEIPT OF A SIGNED LEASE AGREEMENT WITH THE GOVERNMENT OF PALAU

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 no., date):

RFP N62742 21 R 1329, PAF 191827 TACMOR UTILITIES AND INFRASTRUCTURE SUPPORT

GENERAL DESCRIPTION: SEE SECTION 01 11 00, SUMMARY OF WORK, PARAGRAPH 1.1.1, Project Description.

THIS PROCUREMENT IS UNRESTRICTED. North American Industry Classification System (NAICS) Code 237990, Other Heavy and Civil Engineering Construction, Average Annual Receipts for the Past 3 years $39.5M

ESTIMATED COST: BETWEEN $100,000,000 AND $250,000,000.

DPAS RATING: DO-C2

ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. The awardee’s proposal will be incorporated into the contract and all items proposed will become binding requirements of the contract. By submission of the offer, the offeror agrees that all items proposed (e.g., affiliates/subcontractors with teaming agreements, etc.) will be utilized for the duration of the contract and any substitutions must be equal or better and will require prior approval by the Contracting Officer.

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11. The Contractor shall begin performance within _______ calendar days and complete it within _______ calendar days after receiving award. notice to proceed. This performance period is _______ mandatory. _______ negotiable. (See Document 00 70 00 _______.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? 12B. CALENDAR DAYS

(If "YES," indicate within how many calendar days after award in Item 12B.)

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _______ copies to perform the work required are due at the place specified in Item 8 by _______ p.m. HST (hour) local time See Doc 002116 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee _______ is, _______ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _______ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.
SOLICITATION, OFFER, AND AWARD (Continued)
(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS NO.: TIN NO.: CAGE CODE: FACILITY CODE

15. TELEPHONE NO. (Include area code)

Office: Fax:

16. REMITTANCE ADDRESS (Include only if different than Item 14)

See Item 14

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 requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS SEE PRICE PROPOSAL SCHEDULE

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 NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 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, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

30B. SIGNATURE

30C. DATE

30D. TIN NO.

30E. DUNS NO.

30F. CAGE CODE

31A. NAME OF CONTRACTING OFFICER (Type or print)

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

31D. TEL:

31E. EMAIL:
## PRICE PROPOSAL SCHEDULE

**FOR**

**RFP NO. N62742-22-R-1322**

**PAF 198127 TACMOR UTILITIES AND INFRASTRUCTURE SUPPORT**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT OF ISSUE</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>BASE ITEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001AA</td>
<td>BASE ITEM:</td>
<td>1</td>
<td>Each</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The basis for SLIN 0001AA is the price for all labor, material, and equipment for the entire work for WON 1596606 complete and in accordance with the drawings and specifications, but not including work under any other SLIN.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001AB</td>
<td>Mobilization/Demobilization for WON 1596606, but not including work under any other SLIN.</td>
<td>1</td>
<td>Each</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>0001AC</td>
<td>Basalt Rock Removal. Work to remove basalt rock offsite to include excavating, removing, stockpiling and transporting, but not including work under any other SLIN.</td>
<td>49,600</td>
<td>M3</td>
<td>$_____</td>
<td>$________</td>
</tr>
<tr>
<td>0001AD</td>
<td>Surplus Soil Removal for the Tx site only. Work to remove surplus soil to include excavation and removal off-site, but not including work under any other SLIN.</td>
<td>291,560</td>
<td>M3</td>
<td>$_____</td>
<td>$________</td>
</tr>
</tbody>
</table>

**TOTAL CLIN 0001**

$________

### NOTES:

1. See Document 00 22 00 for the Price Evaluation.

2. A firm-fixed-price is required for all line items. **ALL OR NONE OFFERS** - Offers are solicited on an “all or none” basis and FAR 52.215-1, **INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION** in Document 00 21 16, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

3. The Offeror SHALL include a price for ALL SLINs.

4. For SLINs 0001AC-0001AG: In the event there is a difference between a unit price and the extended total, the unit price will be held to be the intended offer and the total will be recomputed accordingly. If an offer provides a total but fails to enter a unit price, the total divided by the specified quantity will be held to be the intended unit price.

5. Multiple awards will not be made.


(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

   1. 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

   2. The remaining 40 percent upon completion of demobilization.
(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of—

(i) Actual mobilization costs at completion of mobilization;
(ii) Actual demobilization costs at completion of demobilization; and
(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

7. The following FAR clause applies to SLINs 0001AC – 0001 AG. At the end of the contract work, should there be any remaining quantities, these quantities will be deobligated via modification to the contract.

FAR 52.211-18, VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

8. DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA. Within 30 days of each shipment, the Contractor is required to provide an electronic copy of the carrier’s bill of lading to the Contracting Officer and to MARAD via email at cargo.MARAD@dot.gov (attn.: MIL Team). In addition, the Contractor shall notify the Contracting Officer when oceanic shipments have been initiated within 3 working days of shipment.
INSTRUCTIONS TO PROPOSERS

1.1 NUMBER OF COPIES/TIME OF RECEIPT *
1.2 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL
1.3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION
1.4 AMENDMENTS AND NOTICES
1.5 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
1.6 PARTNERSHIPS, JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LP), ETC.
1.7 FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
1.8 FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY REPORTING (AUG 2020)
1.9 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 1999)
1.10 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
1.11 FAR 52.214-34, SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
1.12 FAR 52.214-35, SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
1.13 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)
1.14 FAR 52.215-22, LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
1.15 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)
1.16 FAR 52.222-56, CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
1.17 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)
1.18 FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995)
1.19 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
1.20 DFARS 252.204-7008, COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
1.21 DFARS 252.215-7008, ONLY ONE OFFER (JUL 2019)
1.22 DFARS 252.215-7010, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – BASIC (JUL 2019)
1.23 DFARS 252.236-7008, CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)
INSTRUCTIONS TO PROPOSERS

12/20

1.1 NUMBER OF COPIES/TIME OF RECEIPT

a. PRICE PROPOSAL (PAPER): An original paper and one (1) paper copy of the price proposal shall be submitted on 28 February 2022, 2:00 p.m., H.S.T., in a sealed envelope and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER RFP N62742-22-R-1322 - DO NOT OPEN IN MAILROOM." The PRICE PROPOSAL shall include the following:

(1) Manually (wet signature) signed and completed SF 1442 (Solicitation, Offer and Award) (NOTE: SF1442 Block 14 shall include the offeror’s name and physical address exactly as shown in the System for Award Management registration. If mailing address is different from physical address, both addresses may be shown in Block 14, however both addresses shall be EXACTLY as shown in SAM)

(2) Signed and completed Bid Guarantee

(3) Representations and Certifications (See Document 00600)(COMPLETE ALL PROVISIONS)

(4) Information required by paragraph 1.5, Pre-Award Survey/Responsibility Determination

(5) Information required by paragraph 1.6, Partnerships, Joint Ventures (JV), Limited Liability Companies (LLC), Limited Partnerships (LP), etc.

b. TECHNICAL (FACTORS 1, 2, 3, and 4) (PAPER): An original paper and four (4) paper copies of the technical proposal for Factors 1, 2, 3 and 4 shall be submitted on 28 February 2022, 2:00 p.m., H.S.T., in a sealed envelope/package/box and marked in the bottom right corner "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N62742-22-R-1322 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The TECHNICAL PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. The TECHNICAL PROPOSAL shall include the following:

(1) All information required by Factor 1, Experience

(2) All information required by Factor 2, Past Performance

(3) All information required by Factor 3, Safety

(4) All information required by Factor 4, Management Plan

c. PRICE AND TECHNICAL PROPOSALS (ELECTRONIC): An electronic copy of the price and technical proposals shall be submitted in .pdf format on a CD-ROM. The offeror is responsible for ensuring that all original paper and electronic copies are identical. Should there be a discrepancy between the paper and electronic versions, the paper copy shall govern.

d. Proposals shall be submitted as follows:

(1) If sent via U. S. Postal Mail/Express Courier:

NAVAL FACILITIES ENGINEERING COMMAND, PACIFIC
Construction Contracts Branch (CON33)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

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DOCUMENT 00 21 16
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2. If hand-carried (Delivery hours between 7:00 AM and 2:00 PM, Monday Through Friday except Federal Holidays)

NAVAL FACILITIES ENGINEERING COMMAND, PACIFIC
Construction Contracts Branch (CON33)
4256 Radford Drive, Building 62 (if facing the building office is on the right. DO NOT drop off at the Navy Federal Credit Union)
Honolulu, HI  96818-3296

1.2 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL

The RFP can be accessed at https://sam.gov. Printed copies of the RFP will not be issued. Contractors must register at the System for Award Management (SAM) website https://sam.gov to obtain access to the RFP documents. Registration instructions can be found on the SAM.gov website. For proposal preparation purposes only, the Contracting Officer approves the release of the RFP drawings and specifications to subcontractors and suppliers who have the need-to-know.

1.3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in writing in WORD format via electronic mail to Norine Horikawa at norine.e.horikawa.civ@us.navy.mil. Questions shall reference the drawing/detail and/or the specification section including paragraph number. Verbal queries will not be entertained. Responses to the questions will be provided in the form of a Notice and posted to the website https://sam.gov. The Government may not respond to questions submitted less than 10 days before the proposal receipt due date.

1.4 AMENDMENTS AND NOTICES

Amendments will be posted to https://sam.gov. Notices will also be posted to https://sam.gov. It is highly recommended that firms register on the BETA SAM website. It is the offeror's responsibility to check the website periodically for any amendments and notices to the solicitation.

1.5 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR § 9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or the ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted:

a. The offeror shall submit a document that appoints, in writing, one or more individuals, by name, each of whom will have full and independent authority to bind the offeror with respect to any act connected with this solicitation, including but not limited to: the submission and revisions of a proposal or proposals by the company, the conduct of discussion or negotiations, the submission of a Final Proposal Revision (FPR), and the execution of a contract and associated documents including bonds. Documents of appointment by a supporting resolution of the board of directors in the case of a corporation and by an instrument of similarly binding character in the case of an unincorporated entity. If bonds are not signed manually (wet signature), documents of appointment must include specific authorization and corporate approval for the use of electronic and facsimile signatures by the appointed individual(s).

b. Company financial statements (balance sheets and income statements) for past three years.

c. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the
amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities for each partner.

d. Newly-formed entities (e.g. limited liability companies (“LLC’s”), limited partnerships (“LTD’s”) and newly-created corporate subsidiaries) that is the entity liable for the contract ordinarily have no financial capability to support a responsibility determination. In such cases, the offeror may rely on the resources of the LLC member, parent, limited partner, or other entities related to the offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources. The offeror shall provide a guaranty agreement (See Form DCMA Form 1620 attached) for the contract price.

e. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.

f. Copy of the email confirmation of receipt notification of successful submission of the VETS-4212.

The information submitted for the pre-award survey will not be considered in the technical proposal evaluation unless separately submitted pursuant to the technical proposal evaluation factor submission requirements.

1.6 PARTNERSHIPS, JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LP), ETC.

Partnerships, Joint Ventures, Limited Liability Companies, Limited Partnerships and Mentor-Protégé arrangements shall submit the following documentation regarding their business entities:

a. A copy of the Partnership Agreement, JV Agreement(s), LLC Operating Agreement(s), LP Agreement(s), and/or Mentor-Protégé Agreement(s). Contractor shall provide an updated copy whenever any change is made to the agreement.

b. The proposal and each bond or other document submitted by or on behalf of the joint venture shall be executed by each joint venture partner and shall be accompanied by evidence of the authority of the signer. That authority shall be evidenced by a document satisfactory to the Contracting Officer, which would ordinarily be, in the case of a corporate joint venture partner, a certified copy of a resolution of the board of directors, and in the case of an unincorporated joint venture partner, an instrument of similarly binding character duly executed by that entity. If one individual signs for more than one partner, the individual must sign separately for each partner which he or she represents, and must state under each signature the capacity in which he or she is signing (See FAR 4.102).

c. Identify (by name and title) the personnel having the authority to legally bind the Offeror (including authority to execute the contract documents and bonds).

d. Procedures in the event the entity is dissolved.

e. A detailed statement outlining the following in terms of percentages where appropriate:

   (1) The relationship of the partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.

   (2) The management approach in terms of who will conduct, direct, supervise, control, and the controlling partner’s authority to obligate the entity.

   (3) The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
f. Joint Ventures shall submit the following additional documentation regarding their business entities:

(1) Together with its proposal, each corporate joint venture partner shall submit evidence satisfactory to the Contracting Officer that its board of directors has approved its participation in the joint venture. Such evidence shall be in the form of a copy of a resolution of the board of directors, certified by the Secretary of the Corporation.

(2) Together with its proposal, each joint venture partner which is an unincorporated entity shall submit evidence satisfactory to the Contracting Officer that all persons or entities which must approve decisions affecting the joint venture partner have approved the participation of the joint venture partner in the joint venture.

1.7 FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

1.8 FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

(a) Definition. As used in this provision –

Commercial and Government Entity (CAGE) code means–

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

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at https://cage.dla.mil.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at http://www.nato.int/structur/AC/135/main/links/contacts.htm.

(d) Additional guidance for establishing and maintaining CAGE codes is available at https://cage.dla.mil.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.
(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award.

1.9 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

1.10 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be _DX rated order; X DO-C2 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

1.11 FAR 52.214-34, SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

1.12 FAR 52.214-35, SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

1.13 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

(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 items, the make and model of the item 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.

1.14 FAR 52.215-22, LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. “Added value, excessive pass-through charge, subcontract, and subcontractor,” as used in this provision, are defined in the clause of this solicitation entitled “Limitations on Pass-Through Charges” (FAR 52.215-23).

(b) General. The offeror’s proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

1.15 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

1.16 FAR 52.222-56, CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $550,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

1.17 FAR 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 General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFACENGCOM, Pacific (ACQ33), Construction Contracts Branch, 258 Makalapa Drive, Suite 100, Joint Base Pearl Harbor-Hickam, HI 96860-3134.

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

1.18 FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
(b) A one-time pre-proposal site visit has been scheduled for January 25 – 26, 2022 at 9:00 a.m. Palau time. This site visit is to provide Offerors with an opportunity to familiarize themselves with the jobsite and conditions to be encountered and is not for the purpose of answering questions.

(c) A site visit is scheduled for January 25 - 26, 2022 and will commence at 9:00 a.m. Palau time. Please be advised that the dates and times for the site visit may change based on COVID-19 requirements. It is the offeror’s responsibility to research travel requirements to Palau, to include requirements for COVID-19 vaccinations and testing. Please access the following websites periodically for updates on COVID-19 and other vaccines: https://www.palaugov/pw/travel and https://wwwnc.cdc.gov/travel/destinations/traveler/none/palau. Travel and travel related arrangements are the sole responsibility of the contractor. Please limit the number of attendees to two persons from each firm. Please email a listing of your attendees on Company letterhead to norine.e.horikawa.civ@us.navy.mil no later than January 04, 2022, 10:00 a.m. HST. Late submissions will not be accepted.

(d) All attendees will meet at the dock at the Palau Pacific Resort on Koror on January 25, 2022 at promptly at 8:00 a.m. Palau time and a boat will be available for transportation to Angaur Island. Please be advised that the date and time may be revised due to weather/ocean conditions. If need, the dates may slip to January 26 – 27, 2022. This boat transportation is at no cost to the Contractor. On Angaur Island, a lunch box may be purchased for $12.00, cash only. Transportation on Angaur will be arranged and will be $100 per vehicle, cash only. Each attendee shall be responsible for payment for the transportation. It is recommended that attendees ride share and arrangements for such be done at the site. The cost for the lunch box and the transportation on Angaur will be with responsibility of each attendee. Reservations for the lunch box must be received no later than January 04, 2022, 10:00 a.m. HST as a head count is required. On January 26, 2022 at 9:00 a.m. Palau time, all site visit attendees shall meet on Koror at the TX site (directions to follow). Following the site visit on Koror, the site visit will be concluded. It is the contractor’s responsibility for travel and travel related arrangements to depart from Palau.

1.19 FAR 52.236-28, PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

1.20 DFARS 252.204-7008, COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision—
“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

1.21 DFARS 252.215-7008, ONLY ONE OFFER (JUL 2019)

(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 or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a 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 [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.

1.22 DFARS 252.215-7010, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – BASIC (JUL 2019)

(a) Definitions. As used in this provision—

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

“Non-Government sales” means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

“Relevant sales data” means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

“Sufficient non-Government sales” means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

   (i) Exception for prices set by law or regulation - Identification of the law or regulation establishing the prices offered. If the prices are controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

   (ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same item or similar items have been sold in the commercial market. Such information shall include—

   (A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;
(B) For items priced based on a catalog—

(1) A copy of or identification of the Offeror’s current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(D) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(E) For items provided by nontradiotional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in any resultant contract, unless the Contracting Officer and the Offeror agree to a different format and change this provision to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government’s expressed requirement in accordance with FAR 15.403-1(c)(1)(ii).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include the minimum information necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.
Within 10 days of a written request from the Contracting Officer for additional information to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(4) **Subcontract price evaluation.**

(i) Offerors shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost data may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary—

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) **Subcontracts.** The Offeror shall insert the substance of this provision, including this paragraph (e), in subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of—

(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

1.23 **DFARS 252.236-7008, CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)**

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

--End of Section--
GUARANTY AGREEMENT FOR CORPORATE GUARANTOR
(Applicable to One or More Government Contracts)

The undersigned

(Insert Guarantor’s Name)

(Insert Guarantor’s Address)

for itself, its successors and assigns, hereinafter referred to as the Guarantor, requests the United States of America (Department of Defense) hereinafter called the Government, to award contract or contracts to

(Insert Contractor’s Name)

a corporation

organized under the laws of the State of ________________________________ having its principal place of business

at

(Street Address)

in the City of ________________________________ in the State of ________________________________,

herein after called the Contractor. The undersigned Guarantor agrees to guarantee absolutely to the Government the full, complete and faithful performance of the Contractor of any and all contracts, hereinafter referred to as such contract, according to the terms and conditions thereof and at the time and in the manner provided therein.

In consideration of the award of any and all contracts to the Contractor, the undersigned Guarantor agrees as follows:

1. Guaranty. The Guarantor absolutely guarantees the full, complete and faithful performance by the Contractor of such contract, as such contract may be from time to time amended as authorized by its terms, according to the terms and conditions of such contract as so amended, and at the time and in the manner provided therein. The Guarantor agrees to provide the Contractor all necessary and required resources including financing, which are necessary to assure the full, complete and satisfactory performance of such contract.

2. Extension of Time of Performance. Any extension of the time of performance of such contract as so amended shall not release the undersigned Guarantor from liability hereon.

3. Assignment. This instrument shall bind the undersigned Guarantor, its successors and assigns. If any person, firm, corporation or entity other than the Contractor becomes obligated to perform the contract or any part thereof, whether by operation of law or otherwise, any and all rights of the Government against the Guarantor shall remain in full force.

4. Default. In the event of termination for default under the terms of such contract, or in the event of failure, insolvency, default, bankruptcy, arrangement, appointment of receiver of the Contractor or other liquidation of the Contractor, the Guaranty herein shall become absolute.

5. Waiver of Notice. The Guarantor waives notice of default on the part of the Contractor and agrees that its Guaranty shall become absolute without necessity for the giving of such notice.

6. Continuation of Guaranty. The Guaranty herein shall continue until full, complete and faithful performance of such contract as it may be from time to time amended as authorized by its terms.

7. Default Liability. In addition to all other guarantees contained in this Agreement, in the event that the Government terminates such contract for default and awards the uncompleted portion of such contract to another source at a fair and reasonable price, the Guarantor shall be liable for any excess costs incurred by the Government as a result of such reprocurement and for the repayment of any unrecouped payments (e.g., partial payments, Progress Payments, or Advance Payments) paid to the Contractor by the Government. In addition, the Guarantor shall be liable for all costs and expenses paid or incurred by the Government in enforcing this Guaranty. The Contracting Officer representing the Government in connection with such contract shall determine the total costs and expenses, if any, incurred by the Government.

8. Enforcement. This Guaranty Agreement shall inure to the benefit of and may be enforced by the Government.

9. Construction. Nothing in this Guaranty Agreement shall be construed to obligate the Government to award a contract to the Contractor.

a. Except as otherwise provided herein, this Guaranty Agreement refers to and shall be effective with respect to any and all contracts for supplies or services entered into, on or after the date of this Agreement between the Government and the Contractor. Unless otherwise indicated by the context the singular of the word "contract" as used in this Agreement shall mean the plural term "contracts" whenever this Agreement shall become effective with respect to more than one contract between the Government and the Contractor. For the purpose of any additional procurement of supplies or services called for by any agreement supplemental to a contract between the Government and the Contractor, the term "contract" shall refer to such supplemental agreement.

Additionally, this Agreement will include the contracts already in existence between the Contractor and the Government before the Agreement date, as specified here:

b. The Guaranty Agreement is a continuing guaranty and shall remain in full force and effect until the later of (1) the performance in full of the guaranteed obligations, or under the guaranteed contracts. (2) the termination of all continuing obligations and commitments of the Contractor under the guaranteed contracts. In the case of termination of the continuing commitments of the Contractor on any guaranteed contract, the termination notices must be given in writing citing the affected contracts.

c. When the Government Contracting Officer determines that it is in the best interest of the Government to do so, the Contracting Officer may, by written notice addressed to the Guarantor at the Guarantor's address shown herein, waive the effect of this Agreement with respect to any specifically identified individual contract between the Government and the Contractor entered into after the date of such written notice. A separate written notice shall be given with respect to each contract that the Contracting Officer determines shall not be subject to the effect of this Agreement.

d. In the event that all of the contracts covered by this Guaranty Agreement have been satisfactorily completed by the Contractor including all continuing commitment of the Contractor under the contracts, the Guarantor may request the cognizant Government Contracting Officer for this Guaranty Agreement to issue a written notice which states that this Guaranty Agreement is considered to have expired.

Executed the __________________ day of ____________ year of ________.

(Guarantor)

By __________________________
(Title)

(Business Address)

Witness __________________________

Witness __________________________

I, ____________________________, certify that I am the duly elected Secretary of the Corporation named as Guarantor herein; that ____________________________ who signed this Agreement on behalf of the Guarantor, was then ________________ of said Corporation, that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal:

______________________________
(Secretary)

Receipt of a copy of the above Guaranty Agreement is acknowledged.

THE UNITED STATES OF AMERICA

By ____________________________
(Contracting Officer)

______________________________
(Contracting Officer Address)
DOCUMENT 00 22 00 EVALUATION

FACTORS FOR AWARD

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(A) Construction Experience Data Sheet
(B) Past Performance Questionnaire
PART I. GENERAL

1.1 INTENT TO AWARD WITHOUT DISCUSSIONS

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 initial proposal shall conform to the solicitation requirements and should contain the best offer from a technical and price standpoint.

Only the three (3) lowest-priced proposals will be evaluated for fair and reasonable pricing and technical acceptability. If none of the three (3) lowest-priced proposals are found to be technically acceptable, then the next three (3) lowest-priced proposals will be evaluated for technical acceptability. If none of the six (6) lowest priced proposals are found to be technically acceptable, then all remaining proposals will be evaluated for technical acceptability.

The Government intends to select the lowest reasonably priced technically acceptable offer and award a contract (within the funds available) without conducting discussions.

1.2 COMPETITIVE RANGE

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines discussions are necessary, the Contracting Officer may conduct discussions with Offerors determined to be in the competitive range. The Government may limit the number of proposals in the competitive range to the most highly rated. If the Contracting Officer determines the number of proposals 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.

1.3 ENFORCEABILITY OF PROPOSAL

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. The awardee’s proposal will be incorporated into the contract and all items proposed will become binding requirements of the contract. By submission of the offer, the Offeror agrees that all items proposed (e.g., subcontractors with teaming agreements, etc.) will be utilized for the duration of the contract and any substitutions must be equal or better and will require prior approval by the Contracting Officer.

PART II. EVALUATION FACTORS / RATING SCHEME

2.1 EVALUATION CRITERIA AND BASIS OF AWARD

The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined to be the lowest evaluated price of proposals (within the funds available) meeting the acceptability standards for the technical evaluation factors. An overall technical factor rating must be at least “ACCEPTABLE” in order to be considered for award. An “UNACCEPTABLE” rating in any factor will result in the overall technical proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall technical rating of “UNACCEPTABLE” will make a proposal ineligible for award.

2.2 PRICE EVALUATION

a. One or more of the following techniques may be used to evaluate the total evaluated price to ensure that it is fair and reasonable:

- Comparison of proposed prices received in response to the solicitation
- Comparison of proposed prices with the Independent Government Estimate

2.3 TECHNICAL EVALUATION FACTORS
The following evaluation factors shall be used to evaluate the technical proposals.

FACTOR 1: EXPERIENCE
FACTOR 2: PAST PERFORMANCE
FACTOR 3: SAFETY
FACTOR 4: MANAGEMENT PLAN

Factor 1 – EXPERIENCE:

Solicitation Submittal Requirements:

The Offeror shall complete the attached Construction Experience Project Data Sheet (Attachment A) for each project submitted and complete all individual blocks. Attachment A and all information therein is MANDATORY and SHALL be used to evaluate experience. The Government will evaluate only the information provided in Attachment A and all other information provided on other than Attachment A will not be considered. The Offeror may expand individual blocks on the Attachment A; however, Attachment A for each project submitted shall not exceed a total of four (4) single-sided pages or two (2) double-sided pages, 8.5” x 11”, 1” margin left/right/top/bottom, and 10-point font or larger. Information exceeding the four (4) single-sided pages or two (2) double-sided pages, will not be evaluated. For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP.

Submit a maximum of three (3) construction projects that best demonstrates the Offeror’s experience that are similar in size, scope, and complexity to the types of projects described below. If the Offeror submits more than three (3) projects for evaluation, the Government will evaluate the first three (3) projects submitted and disregard any other project information after the first three (3). For purposes of this evaluation, a relevant construction project is further defined as having the features as described below:

a. New construction of site improvements of approximately 10 acres or more that involved clearing, grubbing and mass grading that has been completed or substantially completed (at least 90% complete) within the past 15 years;

AND

b. Construction in a remote location. Dollar value of the mobilization/demobilization shall be $5M or more and shall have been completed or substantially completed (at least 90% complete) within the past 15 years. The $5M shall pertain to the mobilization/demobilization costs and not the entire project cost.

NOTES:

1. Repair, renovation, conversion, and addition work will not be considered as a relevant project.

2. A "remote location" is considered a geographically isolated area where construction materials, equipment and personnel are not locally available and must be transported to the project location via unscheduled military transportation on a space-available basis or via chartered transportation arranged by the Contractor. Offerors must clearly demonstrate that the nature of the construction transportation logistics for the relevant projects were similar to the requirements for this project located in Palau. For this acquisition, Guam is not considered a remote location.

3. The relevant construction projects submitted shall collectively demonstrate experience in both features, (1) new construction of a site improvement project approximately 10 acres or more that involved clearing, grubbing and mass grading AND (2) construction in a remote location, $5M or more. Individual features are not required to be within a single project scope, however, collectively, all projects submitted for evaluation shall meet the two features noted above. Failure to demonstrate experience in both features shall be considered a deficiency and an Unacceptable rating will be assigned for this factor.
4. A relevant construction project is further defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

5. There is a clear distinction between “experience” and “past performance”. Experience is related to the types and amounts of projects previously accomplished. Past performance relates to how well a contractor has performed.

6. The “Offeror” is defined as the exact name in Block 14 of the Solicitation, Offer and Award (SF1442). If the Offeror is utilizing experience and past performance information of any entity other than (1) the Offeror; (2) if the Offeror is a joint venture, its joint venture partners jointly and severally liable for the contract; or (3) a firm that has been acquired by the Offeror and is now part of the Offeror, the Offeror shall provide in its proposal a fully-executed teaming agreement or other contractual agreement. The teaming agreement or other contractual agreement shall, at a minimum, (1) be signed by the Offeror and the other entity, (2) specifically reference this solicitation/contract, and (3) specify the work to be performed by the other entity such that it is clear that the other entity will be meaningfully involved in this contract. For item (3), clearly state the specific commitments of resources of the other entity in terms of the work it will specifically perform or manage in the performance of the contract at the worksite. Note that generalized statements concerning commitment of resources are not sufficient to demonstrate that an entity will be meaningfully involved in the performance of the contract. Examples of “generalized statements” include a commitment of resources merely based on an entity’s “access” to resources and other generalized statements such as an entity will “provide support and expertise on the project.” The government will only consider information provided in the teaming agreement for the purpose of determining whether the Offeror has clearly demonstrated that any entity (other than the Offeror and, if the Offeror is a joint venture, its joint venture partners jointly and severally liable for the contract) will have meaningful involvement in the performance of the contract. For experience and past performance information of a firm that has been acquired by the Offeror and is no longer a separate legal entity, the Offeror shall provide an explanation of the acquisition sufficient to demonstrate that the predecessor firm is now part of the Offeror in Block 1 of Attachment A.

(b) Basis of Evaluation:

The basis of evaluation and acceptability include the Offeror’s demonstrated experience in performing relevant construction project(s) as defined in the solicitation submittal requirements and Part II, paragraph 2.4 below.

Factor 2 – Past Performance

(a) Solicitation Submittal Requirements:

If a completed Contractor Performance Assessment Reporting System (CPARS) or Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 1. If a completed CPARS or CCASS evaluation is not available, then submit Past Performance Questionnaires (Attachment B) for each project included in Factor 1. Past Performance Questionnaire (PPQ) shall be completed and signed by the contracting agent and/or their representative responsible for the construction contract administration. A PPQ shall not be from a prime contractor to a subcontractor. The Offeror shall provide completed PPQs in the proposal. Offerors may submit PPQs previously submitted for other solicitations.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

NOTES:

1. The Government reserves the right to contact references for verification or additional information. The Government’s inability to contact any of the Offeror’s references or the references unwillingness to provide the information requested may affect the Government’s evaluation of this factor. In addition, the Government
reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through CPARS using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

2. Performance awards, letter of appreciation, certificates, or additional information submitted will not be considered.

3. See Notes for Factor 1.

(b) Basis of Evaluation

The Offeror’s past performance will be evaluated on how well the Offeror performed on the relevant projects submitted under Factor 1 – Experience and past performance on other relevant construction projects currently documented in known sources. In addition to the above, the Government may consider information in the Offeror’s proposal as well as information gathered from other sources including former customers, Government agencies, Federal databases and other references. The information provided by the Offeror may provide the major portion of the information used in the Government’s evaluation for past performance. The Government however, is not restricted to the information provided by the Offeror and may use other sources (such as those listed in the submittal requirements) to assess past performance information.

The Government will consider the currency and relevance of the information, the source of the information, and the context of the data in the Offeror’s performance. This evaluation is separate and distinct from the Contracting Officer’s responsibility determination. The assessment of the Offeror’s past performance will be used as a means of evaluating the Offeror’s probability to successfully meet the requirements of the RFP.

Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance. The Offeror shall be determined to have unknown past performance. In the context of acceptability/uncertainty, unknown past performance shall be considered “acceptable”.

The basis of evaluation and acceptability are the Offeror’s demonstration of no less than satisfactory performance ratings or unknown performance ratings on relevant projects as defined in the solicitation submittal requirements and Part II, paragraph 2.4 below.

Factor 3 – SAFETY

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information: For a partnership, joint venture, or LLC etc., separate TRC, OSHA 300 logs and OSHA Form 300A submission requirements are required for each partner/member; however, only one safety narrative is required. If any Offeror/partner/LLC member has TRC and/or DART rates, then, TRC and DART Rates shall not be submitted for any subcontractors or affiliates of that Offeror/partner/LLC member. If any Offeror/partner/LLC member does not have TRC and/or DART rates, provide an explanation as to why it is unable to provide them and submit TRC and DART information specified in paragraphs (1) and (2) below for the firm(s) that will be providing the on-site construction labor resources for that Offeror/partner/LLC member.

(1) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate and Total Recordable Case (TRC) Rate: Submit the OSHA DART and TRC rates and supporting OSHA 300 log and OSHA Form 300A summary for the five previous complete calendar years (2020, 2019, 2018, 2017, 2016). If an Offeror does not have the OSHA DART or TRC rates, affirmatively state so, explain why and submit equivalent DART and TRC rates based upon the OSHA formula shown below. The following provides the OSHA formula for DART and TRC:

The OSHA DART rate is calculated by adding up the number of incidents involving work related deaths, one or
more Lost Days, one or more Restricted Days, or the transfer of an employee to a different job within the same company, multiplying that number by 200,000, and then dividing that number by the number of employee labor hours worked.

\[
\text{Total Number of DART incidents} \times 200,000 = \text{DART Rate} = \frac{\text{Number of Employee Labor Hours Worked}}{\text{Total Number of DART incidents}}
\]

The OSHA TRC rate is calculated by multiplying the number of recordable cases by 200,000, and then dividing that number by the number of labor hours.

\[
\text{Total Number of Recordable Cases} \times 200,000 = \text{TRC Rate} = \frac{\text{Number of employee labor hours worked}}{\text{Total Number of Recordable Cases}}
\]

“Recordable cases” include each work related death and each work related injury or occupational illness involving days away from work, restricted work, transfer to another job, medical treatment beyond first aid, or loss of consciousness.

(2) Technical Approach for Safety: Describe the plan for safety that will be implemented to evaluate safety performance of potential subcontractors as part of the selection process for all levels of subcontractors. The Offeror shall submit a narrative that fully describes the safety management system that they will use to oversee the safety compliance and performance of self-performed and subcontractor performed work. The Offeror will describe methods that will be employed to ensure and monitor safe work practices at self-performed and/or all subcontractor levels. Additionally, the Offeror shall describe their methodology to execute an effective program that utilizes sound mishap prevention techniques and processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps.

There is no page limitation to address paragraph (1) above. The narrative to address paragraph (2) above shall not exceed two (2) pages (single-sided, 8.5” x 11”, 1” margin left/right/top/bottom, and 10-point font or larger). Narrative pages shall contain the page number.

(b) Basis of Evaluation:

The basis of evaluation and acceptability are DART rates of 2.99 or less for the five previous years (2020, 2019, 2018, 2017, 2016); TRC rates of 4.49 or less for the five previous years (2020, 2019, 2018, 2017, 2016) and an acceptable technical approach for safety as defined in the solicitation submittal requirements for Factor 3 and Part II, paragraph 2.4 below.

Factor 4 – Management Plan

(a) Solicitation Submittal Requirements:

The Offeror (as identified on the SF1442) shall provide (1) a detailed narrative of their management plan limited to a maximum of five (5) single-sided pages, 8.5” x 11”, 1” margin left/right/top/bottom, 10-point font or larger AND (2) a proposed construction schedule not to exceed five (5) single-sided pages (11” x 17”). At a minimum, the following shall be addressed:

(1) Management Plan:

a. Describe the proposed management structure for the resultant contract and the strategy for managing the project and effectively coordinating and performing the work to successfully execute the project. Describe the roles, lines of authority, and responsibility of each entity and key personnel. Submit a detailed narrative of the Offeror’s understanding of the various project requirements, to include multiple construction sites and the Offeror’s ability to obtain permits for work in Palau.

b. Describe planned sources of labor for the prime contractor and key subcontractors, sources of major equipment and
materials, and the Offeror’s strategy for managing sub-contractors. Address your plan to provide housing and amenities for temporary workers on Palau.

c. Submit a detailed plan for mobilizing and demobilizing labor, material and equipment to Palau, to include barging of materials and equipment to a remote location.

(2) Proposed Construction Schedule: Submit a critical path method construction schedule, assuming the contract will be awarded on 28 February 2022 that demonstrates the Offeror’s strategy to ensure successful completion of the project within the time specified and illustrates the Offeror’s understanding of the crucial elements of the project. The assumed award date is stated for proposal evaluation purposes only and does not infer or guarantee that an award will be made by that date. The schedule shall, at a minimum, consider the following:

- Mobilization
- Construction start date
- Major items of work
- Construction completion date
- Demobilization

Note: The performance period proposed by the Offeror cannot exceed the time for completion specified in Document 00700 FAR 52.211-10 Commencement, Prosecution, and completion of Work of the solicitation.

(b) Basis of Evaluation:

The Management Plan and Proposed Construction Schedule will be evaluated for viability and completeness in addressing each of the submittal requirements discussed above and Part II, paragraph 2.4 below.

2.4 RATING SCHEME

The following information is pertinent to the rating of the technical proposals:

(a) Deficiency: A material failure of the proposal to meet a Government requirement.

(b) If the proposal contains an “UNACCEPTABLE” rating for any of the Factors, the overall rating of the technical proposal will be “UNACCEPTABLE”. An overall technical rating of “UNACCEPTABLE makes a proposal ineligible for award.

FACTOR 1 – EXPERIENCE, FACTOR 3 – SAFETY, and FACTOR 4 – MANAGEMENT PLAN

| ACCEPTABLE | Proposal meets the minimum requirements of the solicitation. |
| UNACCEPTABLE | Proposal does not meet the minimum requirements of the solicitation. |

The deficiencies, as defined below, of each proposal for each technical evaluation factor which influenced the assigned adjectival rating shall be identified.

<table>
<thead>
<tr>
<th>Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deficiency</td>
</tr>
</tbody>
</table>

FACTOR 2 – PAST PERFORMANCE
| ACCEPTABLE | Based on the Offeror’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror’s performance record is unknown.  

**Note:** In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown or “neutral” past performance. In the context of acceptability/unacceptability a neutral rating shall be considered “acceptable.” |

| UNACCEPTABLE | Based on the Offeror’s performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort. |
## ATTACHMENT A

### CONSTRUCTION EXPERIENCE PROJECT DATA SHEET

<table>
<thead>
<tr>
<th>Project No. (check one)</th>
<th>CON #1</th>
<th>CON #2</th>
<th>CON #3</th>
</tr>
</thead>
</table>

1. Name of Entity that Performed Project*:  _________________________________________________  
Address: __________________________________  
Phone Number: ____________________________  
Entity Identifier (DUNS #): ____________________  
Point of Contact: ___________________________  
Contact Phone Number: ______________________  

   a. If the firm that performed the project has been acquired by the Offeror and is no longer a separate legal entity, the Offeror shall provide an explanation of the acquisition sufficient to demonstrate that the predecessor firm is now part of the Offeror.  

   b. Name of Entity that Performed Work that Experience is Claimed for* (i.e.; if the project was performed by a J/V and Offeror is claiming experience of one of the J/V members that performed work on the project, state the exact legal name of the J/V member the Offeror claims experience for):  __________________________________________________________  
Address: __________________________________  
Phone Number: ____________________________  
Entity Identifier (DUNS #): ____________________  
Point of Contact: ___________________________  
Contact Phone Number: ______________________  

2. Work Performed as:  
   □ Prime Contractor  
   □ Sub Contractor  
   □ Joint Venture  
   □ Other (Explain)  

   Percent of project work performed:  
   If subcontractor, who was prime (Name/Phone #):  

3. Contract Number:  
   Delivery/Task Order Number:  
   Title:  
   Location:  

4. Award Date (mm/dd/yy):  
   Completion Date (mm/dd/yy):  

5. Type of work:  
   □ New Construction  
   □ Renovation  
   □ Repair  
   □ Alteration  
   □ Other (explain):  

6. Type of Contract/Task Order:  **(Check ALL that apply)**  
   □ Firm-Fixed Price  
   □ Cost/Time and Material  
   □ Other (explain):  

---

**RFP N62742-21-R-1321**  
**DOCUMENT 00202 – ATTACHMENT A**  
**Page 1 of 2**
### Complete Block 7 for Construction Projects.

7. **Construction Project:**

<table>
<thead>
<tr>
<th>Total Construction Award Amount: $___________________</th>
<th>Final Construction Price: $___________________</th>
</tr>
</thead>
</table>

Type of Contract/Task Order: **(Check ALL that apply)**

- [ ] Design-Build
- [ ] Design-Bid-Build
- [ ] Delivery/Task Order (IDIQ)
- [ ] Other (explain):

8. **Provide a detailed description of the project and the relevancy to the project requirements of this RFP (i.e.: unique features, square footage, construction methods, any problems encountered and how it was resolved), including any sustainable features or USGBC LEED certifications.**

   a. Project involved new construction of site improvements: _____ Yes _____ No

      Number of acres ______

      Clearing and grubbing: ____ Yes ____ No

      Mass grading: ____ Yes ____ No

   Provide detailed description of the work:

   b. Project involved construction is a remote area: _____ Yes _____ No

      Dollar value of the mobilization/demobilization costs are $5M or more: $______

   Provide detailed description of the mobilization/demobilization effort to include description of the logistics involved and how they are similar to requirements for mobilization/demobilization to Palau:
# NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0)

## CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. **Contractor Information**
   - **Firm Name:**
   - **CAGE Code:**
   - **Address:**
   - **DUNs Number:**
   - **Phone Number:**
   - **Email Address:**
   - **Point of Contact:**
   - **Contact Phone Number:**

2. **Work Performed as:**
   - [ ] Prime Contractor
   - [ ] Sub Contractor
   - [ ] Joint Venture
   - [ ] Other (Explain)
   - Percent of project work performed:
   - If subcontractor, who was the prime (Name/Phone #):

3. **Contract Information**
   - **Contract Number:**
   - **Delivery/Task Order Number (if applicable):**
   - **Contract Type:**
     - [ ] Firm Fixed Price
     - [ ] Cost Reimbursement
     - [ ] Other (Please specify):
   - **Contract Title:**
   - **Contract Location:**
   - **Award Date (mm/dd/yy):**
   - **Contract Completion Date (mm/dd/yy):**
   - **Actual Completion Date (mm/dd/yy):**
   - **Explain Differences:**
   - **Original Contract Price (Award Amount):**
   - **Final Contract Price (to include all modifications, if applicable):**
   - **Explain Differences:**

4. **Project Description:**
   - **Complexity of Work:**
     - [ ] High
     - [ ] Med
     - [ ] Routine
   - **How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)**

## CLIENT INFORMATION (Client to complete Blocks 5-8)

5. **Client Information**
   - **Name:**
   - **Title:**
   - **Phone Number:**
   - **Email Address:**

6. **Describe the client’s role in the project:**

7. **Date Questionnaire was completed (mm/dd/yy):**

8. **Client’s Signature:**

---

**Note:** NAVFAC PACIFIC (ACQ33) requests that the client completes this questionnaire and submits directly back to the offeror. The offeror will submit the completed questionnaire to NAVFAC PACIFIC (ACQ33) with their proposal, and may duplicate this questionnaire for future submission on NAVFAC PACIFIC solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to NAVFAC PACIFIC (ACQ33). Please contact the offeror for NAVFAC PACIFIC (ACQ33) POC information. The government reserves the right to verify any and all information on this form.
**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR’S PERFORMANCE**

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.</td>
<td>An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</td>
</tr>
<tr>
<td>(VG) Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Government’s/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</td>
<td>A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</td>
</tr>
<tr>
<td>(S) Satisfactory</td>
<td>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</td>
<td>A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</td>
</tr>
<tr>
<td>(M) Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</td>
<td>A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.</td>
</tr>
<tr>
<td>(U) Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</td>
<td>An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.</td>
</tr>
<tr>
<td>(N) Not Applicable</td>
<td>No information or did not apply to your contract</td>
<td>Rating will be neither positive nor negative.</td>
</tr>
</tbody>
</table>
Contractor Information (Firm Name): ________________________________________________

Client Information (Name): _______________________________________________________

TO BE COMPLETED BY CLIENT

| PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE |
|-----------------------------------|-----------------------------------|
| 1. QUALITY:                       |                                   |
| a) Quality of technical data/report preparation efforts | E V G S M U N |
| b) Ability to meet quality standards specified for technical performance | E V G S M U N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E V G S M U N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E V G S M U N |
| 2. SCHEDULE/TIMELINESS OF PERFORMANCE: |                                   |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)* | E V G S M U N |
| b) Rate the contractor’s use of available resources to accomplish tasks identified in the contract | E V G S M U N |
| 3. CUSTOMER SATISFACTION:          |                                   |
| a) To what extent were the end users satisfied with the project? | E V G S M U N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E V G S M U N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E V G S M U N |
| d) Overall customer satisfaction | E V G S M U N |
| 4. MANAGEMENT/PERSONNEL/LABOR      |                                   |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force? | E V G S M U N |
| b) Ability to hire, apply, and retain a qualified workforce to this effort | E V G S M U N |
| c) Government Property Control | E V G S M U N |
| d) Knowledge/expertise demonstrated by contractor personnel | E V G S M U N |
| e) Utilization of Small Business concerns | E V G S M U N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E V G S M U N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E V G S M U N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) | E V G S M U N |
5. COST/FINANCIAL MANAGEMENT

<p>| | | | | | |</p>
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<tbody>
<tr>
<td>a) Ability to meet the terms and conditions within the contractually agreed price(s)?</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>c) If this is/was a Government cost type contract, please rate the Contractor’s timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>d) Is the Contractor’s accounting system adequate for management and tracking of costs? <em>If no, please explain in Remarks section.</em></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <em>Indicate if show cause or cure notices were issued, or any default action in comment section below.</em></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) Have there been any indications that the contractor has had any financial problems? <em>If yes, please explain below.</em></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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6. SAFETY/SECURITY

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<tr>
<td>a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? <em>(Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)</em></td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>b) Contractor complied with all security requirements for the project and personnel security requirements.</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
</tbody>
</table>

7. GENERAL

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</thead>
<tbody>
<tr>
<td>a) Ability to successfully respond to emergency and/or surge situations <em>(including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).</em></td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>b) Compliance with contractual terms/provisions <em>(explain if specific issues)</em></td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>c) Would you hire or work with this firm again? <em>(If no, please explain below)</em></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) In summary, provide an overall rating for the work performed by this contractor.</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
</tbody>
</table>

Please provide responses to the questions above *(if applicable)* and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:
1.1 SUMMARY
1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)/DFARS 252.204-7007, ALTERNATE A (MAY 2021)
1.3 FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)
1.4 FAR 52.204-26, COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)
1.5 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
1.6 FAR 52.209-13, VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2021)
1.7 DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
1.8 DFARS 252.204-7017, PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021)
1.9 DFARS 252.204-7019, NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)
1.10 DFARS 252.219-7000, ADVANCING SMALL BUSINESS GROWTH (SEP 2016)
1.11 DFARS 252.225-7018, PHOTOVOLTAIC DEVICES – CERTIFICATE (JUL 2020)(DEVIATION 2020-O0019)
1.13 DFARS 252.225-7974, REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (CD 2020-O0005) (FEB 2020)
1.14 DFARS 252.239-7098, PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES—REPRESENTATION (DEVIATION 2021-O0003)(APR 2021)
1.15 DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)

-- End Document Table of Contents--
Request for Proposal No: **RFP N62742-22-R-1322**

Name and Address of Offeror: _______________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Business Phone: (___)____________________ Facsimile Phone:(___)________

CEC/DUNS Number: ___________________ TIN NUMBER:_____________________

CAGE Number: ________________________ Email Address:___________________

1.1 SUMMARY

The following clauses are from the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS). Complete the paragraphs below, and return with the proposal.

1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020) / DFARS 252.204-7007, ALTERNATE A (MAY 2021)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237990**.

(2) The small business size standard is **$39.5 million**.

(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** 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 FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

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

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

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

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

   (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
   
   (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
   
   (C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

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

(v) **52.204-5**, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

   (A) Are not set aside for small business concerns;
   
   (B) Exceed the simplified acquisition threshold; and
   
   (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) **52.204-26**, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) **52.209-2**, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

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

(x) **52.214-14**, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) **52.219-1**, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

   (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  (A) Basic.
  (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d)(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:

- **X** (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ___ (iii) 252.225-7020, Trade Agreements Certificate.
  - Use with Alternate I.
- **X** (iv) 252.225-7031, Secondary Arab Boycott of Israel.
  - Use with Alternate I.
  - Use with Alternate II.
  - Use with Alternate III.
  - Use with Alternate IV.
  - Use with Alternate V.
- ___ (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.

<table>
<thead>
<tr>
<th>FAR/DFARS Provision #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
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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.

1.3 FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)
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 Items. 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.
1.4 FAR 52.204-26, 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.

1.5 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

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

“Federal contracts and grants with total value greater than $10,000,000” means—

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

1.6 FAR 52.209-13, VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

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

____ (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

____ (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.

1.7 DFARS 252.203-7005, REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. “Covered DoD official” is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment

1.8 DFARS 252.204-7017, PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense 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.”

(a) Definitions. “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).
1.9 DFARS 252.204-7019, NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) Procedures. (1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

Expand Table
(2) **Medium and High Assessments.** DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, *i.e.*, medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) **Accessibility.** (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as “Controlled Unclassified Information (CUI)” and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (*e.g.*, Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

1.10 DFARS 252.219-7000, ADVANCING SMALL BUSINESS GROWTH (SEP 2016)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at [http://www.sba.gov/content/table-small-business-size-standards](http://www.sba.gov/content/table-small-business-size-standards).) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at [http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx](http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx).

1.11 DFARS 252.225-7018, PHOTOVOLTAIC DEVICES – CERTIFICATE (JUL 2020)(DEVIATION 2020-00019)

(a) **Definitions.** “Bahrainian photovoltaic device,” “Caribbean Basin photovoltaic device,” “designated country,” “designated country photovoltaic device,” “domestic photovoltaic device,” “foreign photovoltaic device,” “Free
(b) Restrictions. The following restrictions apply, depending on the estimated aggregate value of photovoltaic devices to be utilized under a resultant contract:

(1) If more than the micro-purchase threshold but less than $182,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (d)(2)(ii), (d)(3)(ii), or (d)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If $182,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) Country in which a designated country photovoltaic device was wholly manufactured or was substantially transformed. If the estimated value of the photovoltaic device to be utilized under a resultant contract exceeds $25,000, the Offeror’s certification that such photovoltaic device (e.g., solar panel) is a designated country photovoltaic device shall be consistent with country of origin determinations by the U.S. Customs and Border Protection with regard to importation of the same or similar photovoltaic devices into the United States. If the Offeror is uncertain as to what the country of origin would be determined to be by the U.S. Customs and Border Protection, the Offeror shall request a determination from U.S. Customs and Border Protection. (See http://www.cbp.gov/trade/rulings.)

(d) Certification and identification of country of origin.

[The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract.]

___ (1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value that does not exceed the micro-purchase threshold.

(2) If more than the micro-purchase threshold but less than $83,099—

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

___ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a qualifying country photovoltaic device [Offeror to specify country of origin ____________]; or

___ (iii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of ________________; [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(3) If $83,099 or more but less than $100,000—

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;
(ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device [Offeror to specify country of origin ______________]; or

(iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(4)(ii) of this provision) are the product of ____________. [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(4) If $100,000 or more but less than $182,000—

(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

(ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device [Offeror to specify country of origin ______________]; or

(iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(5)(ii) of this provision) are the product of ____________. [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(5) If $182,000 or more, the Offeror certifies that each photovoltaic device to be used in performance of the contract is—

(i) A U.S.-made photovoltaic device; or

(ii) A designated country photovoltaic device or a qualifying country photovoltaic device. [Offeror to specify country of origin ______________].


(a) Prohibition. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring—

(1) An unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(iii) Uses a ground control system or operating software developed in the People’s Republic of China or by an entity domiciled in the People’s Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People’s Republic of China; or
(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—

(i) In the People’s Republic of China; or

(ii) By an entity domiciled in the People’s Republic of China.

(b) Representations. By submission of its offer, the Offeror represents that it will not provide or use—

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

1.13 DFARS 252.225-7974, REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (CD 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision—

“Agency or instrumentality of the government of Venezuela” means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to “a foreign state” deemed to be a reference to “Venezuela.”

“Business operations” means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce. “Government of Venezuela” means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

“Person” means—

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror—

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or
(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

1.14 DFARS 252.239-7098, PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES—REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

1.15 DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

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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 address:

FAR: https://www.acquisition.gov/browse/index/far

1.2 FAR 52.202-1, DEFINITIONS (JUN 2020)
1.3 FAR 52.203-3, GRATUITIES (APR 1984)
1.4 FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (MAY 2014)
1.5 FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
1.6 FAR 52.203-7, ANTI-KICKBACK PROCEDURES (JUN 2020)
1.7 FAR 52.203-8, CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
1.8 FAR 52.203-10, PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
1.9 FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
1.10 FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)
1.11 FAR 52.203-17, CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
1.12 FAR 52.203-19, PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
1.13 FAR 52.204-2, SECURITY REQUIREMENTS (MAR 2021) ALTERNATE II (APR 1984)
1.14 FAR 52.204-4, PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
1.15 FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
1.16 FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
1.17 FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
1.18 FAR 52.204-14, SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)
1.19 FAR 52.204-18, COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) Definition. As used in this clause–

Commercial and Government Entity (CAGE) code means–

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

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master
file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

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

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

1.21 FAR 52.204-21, BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause–

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
The Contractor shall be required to

(a) Commence work under this contract within 15 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 1,095 calendar days after notice to proceed.

The time stated for completion shall include final cleanup of the premises.

*A "Notice to Proceed" is deemed to be given by the Government to the Contractor 21 calendar days after the contract award date. No formal written notice will be issued by the Government. Within 21 calendar days following the contract award date, the Contractor is obligated to submit performance and payment bonds in a form acceptable to the Government. The Government shall notify the Contractor of the acceptability of the performance and payment bonds within 5 working days of receipt of these documents. If these documents are not submitted in their proper form acceptable to the Government within 21 calendar days of contract award, any delays resulting thereby will be at the sole expense of the Contractor. The contract completion date will not be extended due to the Government's review of the acceptability of the Contractor's bonds, except where the Government's review of said documents extends beyond 5 working days.

1.29 FAR 52.211-12, LIQUIDATED DAMAGES—CONSTRUCTION (SEP 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 $7,667.00 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.

1.30 FAR 52.211-13, TIME EXTENSIONS (SEP 2000)
1.31 FAR 52.211-15, DEFENSE PRIORITIES AND ALLOCATION REQUIREMENTS (APR 2008)
1.32 FAR 52.215-2, AUDIT AND RECORDS—NEGOTIATION (JUN 2020)
1.33 FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
1.34 FAR 52.215-11, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (JUN 2020)
1.35 FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
1.36 FAR 52.215-13, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (JUN 2020)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

   (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of execution of the modification; and

   (2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.
(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later.

1.37  FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
1.38  FAR 52.215-18, REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
1.39  FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
1.40  FAR 52.215-21, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)
1.41  FAR 52.215-23, LIMITATIONS ON PASS THROUGH CHARGES (JUN 2020)
1.42  FAR 52.222-1, NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
1.43  FAR 52.222-50, COMBATING TRAFFICKING IN PERSON (OCT 2020)
1.44  FAR 52.223-2, AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
1.45  FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)
1.46  FAR 52.223-5, POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
1.47  FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001)
1.48  FAR 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) ALTERNATE I (MAY 2008)
1.49  FAR 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)
1.50  FAR 52.223-17, AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)
1.51  FAR 52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
1.52  FAR 52.223-21, FOAMS (JUN 2016)
1.53  FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984)
1.54  FAR 52.224-2, PRIVACY ACT (APR 1984)
1.55  FAR 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
1.56  FAR 52.227-1, AUTHORIZATION AND CONSENT (JUN 2020) ALTERNATES I AND II (APR 1984)
1.57  FAR 52.227-2, NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (JUN 2020)
1.58  FAR 52.227-4, PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007) ALTERNATE I (DEC 2007)
1.59  FAR 52.228-1, BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds,

(1) to unsuccessful bidders as soon as practicable after the opening of bids, and

(2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000, whichever is less.
(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 21 days after award of the contract, the Contracting Officer may terminate the contract for default.

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

1.60 FAR 52.228-2, ADDITIONAL BOND SECURITY (OCT 1997)
1.61 FAR 52.228-3, WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT)(JUL 2014)
1.62 FAR 52.228-4, WORKER’S COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
1.63 FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
1.64 FAR 52.228-11, PLEDGES OF ASSETS (APR 2020)(DEVIAITION 2020-O0016)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond—

1. Pledge of assets; and

2. Standard Form 28, Affidavit of Individual Surety, except that the words “being duly sworn, depose and say” on the Standard Form 28 are replaced with the word “affirm” and the Standard Form 28 is not required to be sworn and notarized in block 12.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of—

1. Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form); and/or

2. A recorded lien on real estate. The offeror will be required to provide—

   (i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at [https://www.justice.gov/enrd/page/file/922431/download](https://www.justice.gov/enrd/page/file/922431/download). This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

   (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

   (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(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 $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
(1) **Performance bonds** *(Standard Form 25, except that no seal is required).* 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, except that no seal is required).* 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 commitments 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.


(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.

1.68 FAR 52.229-6, TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
1.69 FAR 52.232-5, PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (MAY 2014)
1.70 FAR 52.232-17, INTEREST (MAY 2014)
1.71 FAR 52.232-23, ASSIGNMENT OF CLAIMS (MAY 2014) ALTERNATE I (APR 1984)
1.72 FAR 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
1.73 FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
1.74 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
1.75 FAR 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
1.76 FAR 52.233-1, DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
1.77 FAR 52.233-3, PROTEST AFTER AWARD (AUG 1996)
1.78 FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
1.79 FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.
1.80 FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984)
1.81 FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

1.82 FAR 52.236-4, PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Geo Engineering & Testing, Inc.’s subsurface investigations (borings, test pits, hand auger holes and percolation tests); laboratory testing of soil samples collected at both project sites. Control Point Surveying, Inc. performed topographic surveys.

(b) Weather conditions the average annual rainfall exceeds 150 inches across most of Palau. Daily rainfall totals of 2 inches or more are not uncommon during afternoon thunderstorms of 3-6 hour duration. The weather season lasts 4.9 months from May 16 to October 12.

(c) Transportation facilities.

Tx Site
Primary access to the project site is from Compact Road to the east. See Photo 2. Access from the Commercial Seaport of Palau, which is located approximately 58.4 km from the Tx site is via paved roadways. Construction vehicle traffic through Koror may be restricted to off-peak hours as the two- lane road is often very congested. See Photo 1. The airport, concrete batch plant and rock quarry (see Photo 4) are located in the State of Airai, which is approximately 32 km from the Tx site. Travel to the Tx site is via existing paved roads. The new National landfill is located in the State of Aimeliik, which is located approximately 42 km from the Tx Site. Two soil disposal areas were identified by AFIMSC Det 2. The sites identified as SD1 and SD2 are located approximately 1.5 km and 6 km, respectively from the Tx Site. Access from either Soil Disposal Areas will be via existing paved roads, however, the contractor will likely need to construct internal access roads from the end of the paved roads to the disposal areas.
Proposed Access Improvements
A new 6.096 m wide Portland Cement Concrete (PCC) driveway with curve return will be installed providing access to the project site. Width and curve returns allow WB-15 and SU vehicles ingress and egress to the road. Sight distance along Compact Road is provided according to AASHTO guidelines.

Internally, PCC roads of 6.096 and 7.0 m are proposed to provide access within/to the Secure Compound, Delta QVIS Antenna, and Antenna Area. The entry driveway and each compound are equipped with secured gates.

Beyond the gates, aggregate surfaces provide access within the compounds. There is access from the Secure Compound to the Antenna Area and the Earth Mat. An aggregate surface course road is also provided along the edge of the MSE walls.

Rx Site
The Rx Site is located on the island of Angaur, which is approximately 61 km from Koror. Construction materials will likely need to be transported by barge to Angaur Harbor (See Photo 6), however, due to depth and small turning basin the maximum size barge that can safely enter/exit Angaur Harbor is approximately 120 ft L X 40 ft W X 8 ft H. See Photo 10. The barge, which was used to transport equipment and materials to Angaur for previous construction projects is owned and operated by Surangel’s Construction. This barge has a capacity of 550 tons. Passenger access to Angaur is via small airplane or ferry boat (See Photos 8 and 9). The existing airstrip is adjacent to the Rx site and the Angaur harbor (See Photo 5) is approximately 1.2 km from the landing strip. Access from the Angaur harbor to the Rx site is via existing paved roads (See Photo 7) and the unpaved landing strip (See Photo 6).

Primary access to the project site is from the existing coastal road that passes thru the defense site. The existing coastal road is constructed of aggregate surface course and remains in good condition. To accommodate the proposed improvements and the location of the orthogonal array, a portion of the coastal road will be relocated around the Earth Mat providing a continuous transportation connection for the traveling public. As we understand,
previous communication with the Republic of Palau indicated the coastal road would remain open to the public after completion of construction.

Proposed Access Improvements
A 6-meter-wide gravel aggregate surface course paved access roads will provide vehicle access to the Earth Mat and Front End Containers from the coastal road. A 6-meter-wide PCC access road will provide perimeter access around the Secure Compound from the coastal road.

Figure 3 – Rx Site Map
Tx and Rx Site Photos

Photo 1 – Paved Road through Koror Town

Photo 2 – Compact Road adjacent to the Tx Site

Photo 3 – Commercial Seaport of Palau

Photo 4 – Airai Rock Quarry

Photo 5 – Angaur Harbor

Photo 6 – Angaur Airstrip
The work includes the construction of one approximately 50 acre Transmit Antenna site (Tx Site) on Babeldaob Island and one approximately 99 acre Receive Antenna site (Rx Site) on Angaur Island. Each site will require demolition of existing facilities, clearing and grubbing, excavation and embankment, temporary and permanent BMPs, drainage basins, plumbing, rainwater water catchment system, septic tanks, soil absorption beds, site access roads, site fencing, foundations for antennas and support equipment (e.g. portable buildings, satellite dishes, generators and connex boxes/enclosures to be installed by others), and electrical conduits with conductors for power, empty conduit system for telecommunications and/security and incidental related work. MSE walls for the Tx Site only. MEC removal at Rx Site only.

Location:
The work is located at the Babeldaob and Angaur Islands, Republic of Palau. See Figure 1 - Project Location Map.
Figure 1 - Project Location Map
Tx Project Site
The Transmit project site (Tx Site) is located in the Republic of Palau on the largest and northern most island of Babeldaob. The project site is located along a hillside with the clear and open plateau at the top with surrounding steep and heavily forested cliffs. The project site is bordered by steep cliffs and the Pacific Ocean to the North, the compact road (local highway) to the east, steep cliffs and mangrove to the south, and steep cliffs and Pacific Ocean to the west. The eastern portion of the project site, along the compact road, is developed and occupied by residential houses and local agricultural operations. There is a marsh area near the center of the project site with a small intermittent brook flowing down the southern cliffs to the mangrove. The project site is located in a tropical environment with high annual rainfall and humidity rates.

The Tx Site sits on cohesive sandy, silty soil underlain by volcanic rock formation consisting of basaltic rock. The fine-grained cohesive soil is potentially expansible which may impact volume with changes in moisture content.

Cultural and historical resources were identified in 100% of the site, including the earthworks of Tund (NA-3:1), located at the eastern side of the site and extending approximately halfway down the savanna area, and a high concentration of Traditional Palauan features along the southern slope of the site (NA-3:20). Both sites are considered by the Republic of Palau Historic Preservation Office (HPO) to be eligible for listing on Palau’s National Register of Historic Places (PNR).

There are sensitive plants, nesting birds, bats, mangroves, marshlands, giant clam farm offshore, and a protected natural area within 800 yards of the site. The existing site conditions are highly erosive, creating the potential for runoff to impact adjacent sensitive marine resources.

Rx Site
The Receive Site (Rx Site) is located in the Republic of Palau on the island of Angaur, approximately 61 kilometers (50 miles) southwest of the City of Koror. The project site is located on undeveloped level terrain in a densely forested area at the eastern point of the island. The project site is bordered by rocky and sandy coastline and the Pacific Ocean to the North and East, and a gravel paved airstrip to the West. The site itself is covered in dense tropical rainforest, which extends to the Southwest from the site. A gravel paved coastal road wraps around the eastern point of the island, traversing through the Defense Site Boundary, and bisects the project site. According to locals, the gravel paved coastal road was constructed by US Navy Sea Bee’s many years ago. Current observation indicates the coastal road in the vicinity of the project remains in good condition. The site was previously a World War II airfield used by Imperial Japanese and Allied Forces. Numerous UXO/MEC are present at the site where MEC clearance will be required. In addition to MEC, a number of old rusted metal drums were discovered along the southern edge of the existing runway and are believed to contain bitumen material.

Other notable features of the project site are phosphate mining pits, several borrow pits where locals excavated out gravel for runway improvements, a World War II monument at the southern edge of the project site just off the coastal road, and a NOAA weather station at the northern end of the project site.

Angaur Island geology is completely different than Babeldaob Island. Angaur is a coralline limestone formation island for at least the top several hundred meters and the project site is relatively flat, though densely forested. The project site sits on medium dense, silty sandy limestone gravel, overlying weak to moderately hard, native coralline limestone. Existing elevations at the project site range from about 1 m at the eastern coastline to about 7 m near the existing aircraft landing strip.

The airstrip is not regulated by US Government FAA standards or by the Republic of Palau. There is no air control tower or navigational aids. The airstrip is constructed of compacted gravel and covered with grass. See Photo 6. A potential redevelopment of the runway is in concept level planning phase by the U.S. Government and both projects would require additional coordination.
The site is not located within a documented Flood Hazard Area. A coastal wave run up study was performed for the Rx Site.

There are Micronesian Megapode nests, nesting birds, bats, and mulch/timber management challenges. The Micronesian Megapode is critically endangered and endemic to the Republic of Palau.

MEC probability has been determined to be high. MEC surveys, avoidance, and clearance will need to be performed prior to and during construction activities. MEC mitigation requirements will be paid for by the Contractor and conducted by the ROP/Norwegian People’s Aid (NPA). The NPA will be responsible to coordinate MEC activities with the ROP Bureau of Public Works.

1.83 FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984)
1.84 FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
1.85 FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)
1.86 FAR 52.236-8, OTHER CONTRACTS (APR 1984)
1.87 FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
1.88 FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984)
1.89 FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
1.90 FAR 52.236-12, CLEANING UP (APR 1984)
1.91 FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
1.92 FAR 52.236-14, AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
1.93 FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
1.94 FAR 52.236-16, QUANTITY SURVEYS (APR 1984)
1.95 FAR 52.236-17, LAYOUT OF WORK (APR 1984)
1.96 FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATES I AND II (APR 1984)
1.97 FAR 52.236-26, PRECONSTRUCTION CONFERENCE (FEB 1995)
1.98 FAR 52.242-13, BANKRUPTCY (JUL 1995)
1.99 FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
1.100 FAR 52.243-4, CHANGES (JUN 2007)
1.101 FAR 52.243-6, CHANGE ORDER ACCOUNTING (APR 1984)
1.102 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)
1.103 FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996)
1.104 FAR 52.246-21, WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE I (APR 1984)
1.105 FAR 52.248-3, VALUE ENGINEERING -- CONSTRUCTION (OCT 2020) ALTERNATE I (APR 1984)
1.106 FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED - PRICE) (APR 2012) ALTERNATE I (SEP 1996)
1.107 FAR 52.249-10, DEFAULT (FIXED - PRICE CONSTRUCTION) (APR 1984)
1.108 FAR 52.251-1, GOVERNMENT SUPPLY SOURCES (APR 2012)

1.109 FAR 52.252-4, ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:
FAR 52.211-10, Commencement, Prosecution, and Completion of Work (APR 1984): Supplemental clarification of “notice to proceed”.

1.110 FAR 52.253-1, COMPUTER GENERATED FORMS (JAN 1991)
1.111 DFARS 252.201-7000, CONTRACTING OFFICER’S REPRESENTATIVE (DEC 1991)
1.112 DFARS 252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
1.113 DFARS 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
1.114 DFARS 252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
1.115 DFARS 252.203-7003, AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)
1.116 DFARS 252.203-7004, DISPLAY OF FRAUD HOTLINE POSTER(S) (AUG 2019)
1.117 DFARS 252.204-7000, DISCLOSURE OF INFORMATION (OCT 2016)
1.118 DFARS 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
1.119 DFARS 252.204-7004, LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)
1.120 DFARS 252-204-7009, LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)
1.121 DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)
1.122 DFARS 252.204-7015, NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)
1.123 DFARS 252.204-7018, PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)
1.124 DFARS 252.204-7020, NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that—

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

(1) Consists of—

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “High” in the resulting score.

Medium Assessment means an assessment conducted by the Government that—

(1) Consists of—

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “Medium” in the resulting score.
(b) **Applicability.** This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) **Requirements.** The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) **Procedures.** Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) ([https://www.sprs.csd.disa.mil/](https://www.sprs.csd.disa.mil/)) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) **Basic Assessments.** A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

   (i) The email shall include the following information:

   (A) Version of NIST SP 800-171 against which the assessment was conducted.

   (B) Organization conducting the assessment (e.g., Contractor self-assessment).

   (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

      (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

      (2) A brief description of the system security plan architecture, if more than one plan exists.

   (D) Date the assessment was completed.

   (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

   (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

   (ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

<table>
<thead>
<tr>
<th>System security plan</th>
<th>CAGE codes supported by this plan</th>
<th>Brief description of the plan architecture</th>
<th>Date of assessment</th>
<th>Total score</th>
<th>Date score of 110 will achieved</th>
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   (2) **Medium and High Assessments.** DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

   (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

   (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

   (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, *i.e.*, medium or high.

(vi) Summary level score (*e.g.*, 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) *Rebuttals.* (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) *Accessibility.* (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as “Controlled Unclassified Information (CUI)” and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (*e.g.*, Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

1.125 DFARS 252.205-7000, PROVISIONS OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

1.126 DFARS 252.209-7004, SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS STATE SPONSOR OF TERRORISM (MAY 2019)

1.127 DFARS 252.211-7003, ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

1.128 DFARS 252.215-7002, COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)

1.129 DFARS 252.222-7002, COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

1.130 DFARS 252.222-7006, RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
1.131 DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991)
1.132 DFARS 252.223-7004, DRUG-FREE WORK FORCE (SEP 1988)
1.133 DFARS 252.223-7006, PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS – BASIC (SEP 2014)
1.134 DFARS 252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
1.135 DFARS 252.225-7005, IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)
1.136 DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
1.137 DFARS 252.225-7017, PHOTOVOLTAIC DEVICES (JUL 2020)(DEVIAISON 2020-00019)

(a) Definitions. As used in this clause—

“Bahrainian photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in Bahrain; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Bahrain.

“Caribbean Basin country photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in a Caribbean Basin country; or

(2) In the case of a photovoltaic device 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 article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a Caribbean Basin country.

“Designated country” means—

(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 (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), Ukraine, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, 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 photovoltaic device” means a WTO GPA country photovoltaic device, a Free Trade Agreement country photovoltaic device, a least developed country photovoltaic device, or a Caribbean Basin country photovoltaic device.

“Domestic photovoltaic device” means a photovoltaic device that is manufactured in the United States.

“Foreign photovoltaic device” means a photovoltaic device other than a domestic photovoltaic device.

“Free Trade Agreement country” means Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore.

“Free Trade Agreement country photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in a Free Trade Agreement country; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a Free Trade Agreement country.

“Korean photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in Korea (Republic of); or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Korea (Republic of) into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Korea (Republic of).

“Least developed country photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in a least developed country; or

(2) In the case of a photovoltaic device 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 article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a least developed country.

“Moroccan photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in Morocco; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Morocco into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Morocco.

“Panamanian photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in Panama; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has
been substantially transformed in Panama into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Panama.

“Peruvian photovoltaic device” means a photovoltaic device that—

(1) Is wholly manufactured in Peru; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Peru.

"Photovoltaic device" means a device that converts light directly into electricity through a solid-state, semiconductor process.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Qualifying country photovoltaic device” means a photovoltaic device manufactured in a qualifying country.
“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made photovoltaic device” means a photovoltaic device that—

1. Is manufactured in the United States; or

2. Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of the United States.

“WTO GPA country photovoltaic device” means a photovoltaic device that—

1. Is wholly manufactured in a WTO GPA country; or

2. In the case of a photovoltaic device 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 article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a WTO GPA country.

(b) This clause implements section 846 of the National Defense Authorization Act for Fiscal Year 2011 (Pub. L. 111-383).

(c) Restriction. If the Contractor specified in its offer in the Photovoltaic Devices—Certificate provision of the solicitation that the estimated value of the photovoltaic devices to be utilized in performance of this contract would be—

1. More than the micro-purchase threshold but less than $83,099, then the Contractor shall utilize only domestic photovoltaic devices unless, in its offer, it specified utilization of qualifying country or other foreign photovoltaic devices in paragraph (d)(2) of the Photovoltaic Devices—Certificate provision of the solicitation.

2. $83,099 or more but less than $100,000, then the Contractor shall utilize under this contract only domestic photovoltaic devices unless, in its offer, it specified utilization of Free Trade Agreement country photovoltaic devices (other than Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic devices), qualifying country photovoltaic devices, or other foreign photovoltaic devices in paragraph (d)(4) of the Photovoltaic Devices—Certificate provision of the solicitation. If the Contractor certified in its offer that it will utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device, then the Contractor shall utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device; or, at the Contractor’s option, a domestic photovoltaic device;

3. $100,000 or more but less than $182,000, then the Contractor shall utilize under this contract only domestic photovoltaic devices, unless, in its offer it specified utilization of Free Trade Agreement country photovoltaic devices (other than Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic devices), qualifying country photovoltaic devices, or other foreign photovoltaic devices in paragraph (d)(5) of the Photovoltaic Devices—Certificate provision of the solicitation. If the Contractor certified in its offer that it will utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device, then the Contractor shall utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device; or, at the Contractor’s option, a domestic photovoltaic device; or

4. $182,000 or more, then the Contractor shall utilize under this contract only U.S.-made, designated country, or qualifying country photovoltaic devices.

1.138 DFARS 252.225-7041, CORRESPONDENCE IN ENGLISH (JUN 1997)
1.139 DFARS 252.225-7043, ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

1.140 DFARS 252.225-7045, BALANCE OF PAYMENT PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (JUL 2020)(DEVIATION 2020-O0019)

(a) Definitions. As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

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

(ii) 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”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

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

(C) 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

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

“Component” means any article, material, or supply incorporated directly into construction material.

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

“Cost of components” means—

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (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

(ii) 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.

“Designated country” means—
(i) 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 (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), Ukraine, or the United Kingdom);

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

(iii) 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

(iv) 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, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(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 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(B) The construction material is a COTS item.

“Free Trade Agreement country construction material” means a construction material that—

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

(ii) 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 Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

“Least developed country construction material” means a construction material that—

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

(ii) 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.
“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

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

(ii) 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) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

1.141 DFARS 252.225-7048, EXPORT-CONTROLLED ITEMS (JUN 2013)
1.142 DFARS 252.225-7052, RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020)

(a) Definitions. As used in this clause—

“Assembly” means an item forming a portion of a system or subsystem that—

(1) Can be provisioned and replaced as an entity; and

(2) Incorporates multiple, replaceable parts.

“Commercially available off-the-shelf item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

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

(iii) Offered to the Government, under this contract or a 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 any item supplied to the Government as part of an end item or of another component.

“Covered country” means—

1. The Democratic People’s Republic of North Korea;
2. The People’s Republic of China;
3. The Russian Federation; or
4. The Islamic Republic of Iran.

“Covered material” means—

1. Samarium-cobalt magnets;
2. Neodymium-iron-boron magnets;
3. Tantalum metal and alloys;
4. Tungsten metal powder; and
5. Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.

“Electronic device” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

“End item” means the final production product when assembled or completed and ready for delivery under a line item of this contract.

“Subsystem” means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

“Tungsten heavy alloy” means a tungsten base pseudo alloy that—

1. Meets the specifications of ASTM B777 or SAE-AMS-T-21014 for a particular class of tungsten heavy alloy; or
2. Contains at least 90 percent tungsten in a matrix of other metals (such as nickel-iron or nickel-copper) and has density of at least 16.5 g/cm³.

(b) Restriction.

1. Except as provided in paragraph (c) of this clause, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 2533c).

2(i) For samarium-cobalt magnets and neodymium iron-boron magnets, this restriction includes—

A. Melting samarium with cobalt to produce the samarium-cobalt alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and
(B) All subsequent phases of production of the magnets, such as powder formation, pressing, sintering or bonding, and magnetization.

(ii) The restriction on melting and producing of samarium-cobalt magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.

(3) For production of tantalum metal and alloys, this restriction includes the reduction of tantalum chemicals such as oxides, chlorides, or potassium salts, to metal powder and all subsequent phases of production of tantalum metal and alloys, such as consolidation of metal powders.

(4) For production of tungsten metal powder and tungsten heavy alloy, this restriction includes—

(i) Atomization;

(ii) Calcination and reduction into powder;

(iii) Final consolidation of non-melt derived metal powders; and

(iv) All subsequent phases of production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.

(c) Exceptions. This clause does not apply—

(1) To an end item that is—

(i) A commercially available off-the-shelf item, other than—

(A) A commercially available off-the-shelf item that is 50 percent or more tungsten by weight; or

(B) A tantalum metal, tantalum alloy, or tungsten heavy alloy, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;

(ii) An electronic device, unless otherwise specified in the contract; or

(iii) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.

(2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price.

(i) For tantalum metal, tantalum alloy, or tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract.

(ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term “required form” refers to the form and properties of the magnets.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in subcontracts and other contractual instruments that are for items containing a covered material, including subcontracts and other contractual instruments for commercial items, unless an exception in paragraph (c) of this clause applies. The Contractor shall not alter this clause other than to identify the appropriate parties.
1.143 DFARS 252.225-7972, PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020)(DEVIATION 2020-O0015)
1.144 DFARS 252.227-7023, DRAWINGS AND OTHER DATA TO BECOME THE PROPERTY OF GOVERNMENT (MAR 1979)
1.145 DFARS 252.227-7033, RIGHTS IN SHOP DRAWINGS (APR 1966)
1.146 DFARS 252.231-7000, SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
1.147 DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)
1.148 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)
1.149 DFARS 252.232-7008, ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
1.150 DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)
1.151 DFARS 252.236-7000, MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)
1.152 DFARS 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)*
1.153 DFARS 252.236-7002, OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)
1.154 DFARS 252.236-7004, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)
1.155 DFARS 252.236-7005, AIRFIELD SAFETY PRECATIONS (DEC 1991)
1.156 DFARS 252.236-7013, REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (JUN 2013)
1.157 DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
1.158 DFARS 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
1.159 DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020)
1.160 DFARS 252.246-7003, NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
1.161 DFARS 252.246-7004, SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)
1.162 DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA – BASIC (FEB 2019)

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SPECIAL CONTRACT REQUIREMENTS

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1.1 AUTHORITY
1.2 ORGANIZATIONAL CONFLICTS OF INTEREST
1.3 NOTICE OF BONDING REQUIREMENTS
1.4 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)
1.5 COMPACT OF FREE ASSOCIATION (COFA) AND SUBSIDIARY AGREEMENT OF THE COFA (SOFA)
   BETWEEN THE UNITED STATES AND THE GOVERNMENT OF PALAU

-- End of Document --
1.1 AUTHORITY

a. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.

b. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.

c. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:

1. An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
2. A purported modification or change order issued by anyone other than the Contracting Officer;
3. A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or
4. An order, direction, consent, or permission from anyone other than the Contracting Officer to:
   a. Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
   b. Expend hours in excess of a specified level of effort.

1.2 ORGANIZATIONAL CONFLICTS OF INTEREST

Review of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest is encouraged. The intent is to identify and evaluate potential conflicts of interest prior to contract award. Generally, if the Contractor / affiliates / subcontractors under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates and any subcontractors/subconsultants may be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. In addition, the Contractor and its affiliates and/or subcontractors under this contract are ineligible to bid or participate, in any capacity, in any contractual effort which is based upon a statement of work, specifications and plans which the Contractor and its affiliates and/or subcontractors previously prepared or assisted in preparing.

1.3 NOTICE OF BONDING REQUIREMENTS

Within 21 days after receipt of award, the offeror to whom the award is made shall furnish the bonds required by FAR Clause 52.228-15 Performance and Payment Bonds--Construction.

Offerors are hereby notified that the contract time for purposes of fixing the completion date, default, and liquidated damages will be as stated in FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

1.4 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.
1.5 COMPACT OF FREE ASSOCIATION (COFA) AND SUBSIDIARY AGREEMENT OF THE COFA (SOFA) BETWEEN THE UNITED STATES AND THE GOVERNMENT OF PALAU

It is the Offeror's/Contractor's responsibility to ensure that all requirements of the COFA and SOFA are adhered to.

The following website provides a listing of the major U.S. Palau international agreements:


The following website provides the most current COFA and SOFA:

https://www.doi.gov/oia/budget/authorities-public-law

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