

|   |                                    |   |  |   |          |   |            |
|---|------------------------------------|---|--|---|----------|---|------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>   |                                    |   |  | 1. REQUISITION NUMBER<br>R0980830198600   |          | PAGE 1 OF 49  |            |
| 2. CONTRACT NO.   |                                    | 3. AWARD/EFFECTIVE DATE   |  | 4. ORDER NUMBER   |          | 5. SOLICITATION NUMBER<br>M0068123Q0013   |            |
| 7. FOR SOLICITATION INFORMATION CALL:   |                                    | a. NAME<br>GARY LANE  |  | b. TELEPHONE NUMBER (No Collect Calls)<br>760-725-3358  |          | 6. SOLICITATION ISSUE DATE<br>07-Mar-2023   |            |
| 9. ISSUED BY<br><br>REGIONAL CONTRACTING OFFICE-MCIWEST<br>BLDG 22180 REGIONAL CONTRACTS<br>CAMP PENDLETON CA 92055-5027<br><br>TEL:<br>FAX:  |                                    | CODE<br>M00681  |  | 10. THIS ACQUISITION IS<br><br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)<br><input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB<br>NAICS: 332812<br>SIZE STANDARD: 500 |          |   |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |                                    | 12. DISCOUNT TERMS  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>   |          | 13b. RATING   |            |
|   |                                    |   |  |   |          | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |            |
| 15. DELIVER TO<br>MALS 39<br>LT CARTER<br>HMLA - 469, BLDG. 23122<br>CAMP PENDLETON CA 92055<br>TEL: 760 763-1714 FAX:  |                                    | CODE  |  | 16. ADMINISTERED BY<br><br>CODE   |          |   |            |
| 17a. CONTRACTOR/OFFEROR<br><br>TELEPHONE NO.  |                                    | CODE  |  | FACILITY CODE   |          | 18a. PAYMENT WILL BE MADE BY<br><br>CODE  |            |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  |                                    | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |  |   |          |   |            |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/ SERVICES |   |  | 21. QUANTITY  | 22. UNIT | 23. UNIT PRICE  | 24. AMOUNT |
|   | SEE SCHEDULE                       |   |  |   |          |   |            |
| 25. ACCOUNTING AND APPROPRIATION DATA   |                                    |   |  |   |          | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)   |            |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.  |                                    |   |  |   |          | ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                                       |            |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.   |                                    |   |  |   |          | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |            |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |                                    |   |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:  |          |   |            |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |                                    |   |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |          |   |            |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)  |                                    | 30c. DATE SIGNED  |  | 31b. NAME OF CONTRACTING OFFICER<br>(TYPE OR PRINT)<br><br>TEL:<br>EMAIL:   |          | 31c. DATE SIGNED  |            |

|   |                                       |                        |  |   |   |  |               |
|---|---------------------------------------|------------------------|--|---|---|--|---------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>(CONTINUED)</b>   |                                       |                        |  | PAGE 2 OF 49  |   |  |               |
| 19.<br>ITEM NO.   | 20.<br>SCHEDULE OF SUPPLIES/ SERVICES |                        |  | 21.<br>QUANTITY   | 22.<br>UNIT   | 23.<br>UNIT PRICE  | 24.<br>AMOUNT |
| <p><b>SEE SCHEDULE</b></p>  |                                       |                        |  |   |   |  |               |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ |                                       |                        |  |   |   |  |               |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                                       |                        |  | 32c. DATE   | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |  |               |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                                       |                        |  | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |   |  |               |
|   |                                       |                        |  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |   |  |               |
| 33. SHIP NUMBER   |                                       | 34. VOUCHER NUMBER     |  | 35. AMOUNT VERIFIED CORRECT FOR                               |   | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |               |
| 37. CHECK NUMBER  |                                       | 38. S/R ACCOUNT NUMBER |  | 39. S/R VOUCHER NUMBER  |   | 40. PAID BY  |               |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT<br>41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |                                       |                        |  | 41c. DATE   |   | 42a. RECEIVED BY <i>(Print)</i>  |               |
|   |                                       |                        |  |   |   | 42b. RECEIVED AT <i>(Location)</i>   |               |
|   |                                       |                        |  |   |   | 42c. DATE REC'D <i>(YY/MM/DD)</i>  |               |

## Section SF 1449 - CONTINUATION SHEET

OPTION TABLE

| MALS 39 LASER TOOL ETCHING |   |          |               |            |                |
|----------------------------|---|----------|---------------|------------|----------------|
| CLIN                       | Description   | Quantity | Unit of issue | Unit Price | Extended Price |
| 0001                       | CUSTOM LASER ETCHING PER PIECE<br>1 April 2023 – 31 March 2024    | 19,568   | EA            |            |                |
| 0002                       | CUSTOM DE-ETCHING OF ALL MARKINGS<br>1 April 2023 – 31 March 2024 | 19,568   | EA            |            |                |
|                            | Base Period Subtotal  |          |               |            |                |



| MALS 39 LASER TOOL ETCHING |  |          |               |            |                |
|----------------------------|--|----------|---------------|------------|----------------|
| CLIN                       | Description  | Quantity | Unit of issue | Unit Price | Extended Price |
| 1001                       | CUSTOM LASER ETCHING PER PIECE OY1<br>1 April 2024 – 31 March 2025       | 19,568   | EA            |            |                |
| 1002                       | CUSTOM DE-ETCHING OF ALL MARKINGS<br>OY1<br>1 April 2024 – 31 March 2025 | 19,568   | EA            |            |                |
|                            | Base Period Subtotal   |          |               |            |                |



| MALS 39 LASER TOOL ETCHING |  |          |               |            |                |
|----------------------------|--|----------|---------------|------------|----------------|
| CLIN                       | Description  | Quantity | Unit of issue | Unit Price | Extended Price |
| 2001                       | CUSTOM LASER ETCHING PER PIECE OY2<br>1 April 2024 – 31 March 2025       | 19,568   | EA            |            |                |
| 2002                       | CUSTOM DE-ETCHING OF ALL MARKINGS<br>OY2<br>1 April 2024 – 31 March 2025 | 19,568   | EA            |            |                |
|                            | Base Period Subtotal   |          |               |            |                |





| MALS 39 LASER TOOL ETCHING |   |          |               |            |                |
|----------------------------|---|----------|---------------|------------|----------------|
| CLIN                       | Description   | Quantity | Unit of issue | Unit Price | Extended Price |
| 3001                       | CUSTOM LASER ETCHING PER PIECE OY3<br>1 April 2025 – 31 March 2026    | 19,568   | EA            |            |                |
| 3002                       | CUSTOM DE-ETCHING OF ALL MARKINGS OY3<br>1 April 2025 – 31 March 2026 | 19,568   | EA            |            |                |
|                            | Base Period Subtotal  |          |               |            |                |
|                            |   |          |               |            |                |



| MALS 39 LASER TOOL ETCHING |   |          |               |            |                |
|----------------------------|---|----------|---------------|------------|----------------|
| CLIN                       | Description   | Quantity | Unit of issue | Unit Price | Extended Price |
| 4001                       | CUSTOM LASER ETCHING PER PIECE OY4<br>1 April 2026 – 31 March 2027    | 19,568   | EA            |            |                |
| 4002                       | CUSTOM DE-ETCHING OF ALL MARKINGS OY4<br>1 April 2026 – 31 March 2027 | 19,568   | EA            |            |                |
|                            | Base Period Subtotal  |          |               |            |                |
|                            | Total Contract Amount   |          |               |            |                |
|                            |   |          |               |            |                |



## PERFORMANCE WORK STATEMENT

### **1.0 SCOPE**

The contractor shall provide sufficient quantities and types of trained, qualified, or certified Contractor personnel as requested by the Government to perform the required tasks for each service type described in this Performance Work Statement (PWS) for the Marine Light Attack Helicopter Squadron 367, located in Marine Corps Base (MCB) California, Camp Pendleton

### **1.1 CONTRACT OVERVIEW**

Every two weeks, the contractor will pick up a batch of tools from HMLA 367 and bring them to their location to de-etch and etch. The contractor will etch and de-etch 19,568 tools for HMLA 367 over the course of two months. The pickup and drop off the tools every two weeks are included in cost.

## 2.0 APPLICABLE DIRECTIVES/ACRONYMS

### 2.1 DIRECTIVES

DoDINST 8500.2 Information Awareness (IA) Implementation  
 Marine Corps Base Order 11240.9A Marine Corps Order P11240.106B  
 SECNAVINST M-5510.30 Department of the Navy Personnel Security Program Reference

### 2.2 ACRONYMS

|           |  |
|-----------|--|
| AQL       | Acceptable Quality Level   |
| COR       | Contracting Officer's Representative                             |
| DFWP      | Drug Free Workplace  |
| DGR       | Designated Government Representative                             |
| DISCO     | Defense Industrial Security Clearance                            |
| DoD       | Department of Defense  |
| DoDINST   | Department of Defense Instruction                                |
| DoN       | Department of the Navy   |
| DoNCAF    | Department of the Navy Central Adjudication Facility             |
| e-QIP     | Electronic Questionnaire for Investigations Processing           |
| FAD       | Facility Access Determination                                    |
| FAR       | Federal Acquisition Regulation                                   |
| FSO       | Facility Security Officer  |
| GME       | Garrison Mobile Equipment  |
| IA        | Information Awareness  |
| IAW       | In Accordance With   |
| IPR       | In-Process Review  |
| KO        | Contracting Officer  |
| MCBH      | Marine Corps Base Hawaii   |
| MS        | Microsoft  |
| NACI      | National Agency Check and Inquiries                              |
| NACLC     | National Agency Check, Local Agency Check and Local Credit Check |
| NISP      | National Industrial Security Program                             |
| OPM       | Office of Personnel Management                                   |
| OPNAVINST | Office of the Chief of Naval Operations Instruction              |
| PII       | Personally Identifiable Information                              |
| PKI       | Public Key Infrastructure  |
| POV       | Privately-Owned Vehicle  |
| PRS       | Performance Requirements Summary                                 |
| PWS       | Performance Work Statement                                       |
| QAE       | Quality Assurance Evaluator                                      |
| QC        | Quality Control  |
| SECNAV    | Secretary of the Navy  |
| SBU       | Sensitive But Unclassified                                       |
| SCI       | Sensitive Compartmented Information                              |
| UPH       | Unaccompanied Personnel Housing                                  |
| USCIS     | U.S. Citizenship and Immigration Service                         |
| USMC      | United States Marine Corps                                       |

## 3.0 PERFORMANCE REQUIREMENT/TASKING

**3.1 Task: Etching De- Etching.** The contractor will grab a batch of tools every two weeks to etch and de- etch. The job will be performed at the contractor's own facility. Each work center will have the two batches readily available for to pick up.

## 4.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

| Task or Deliverable | Performance Standard                            | Acceptable Quality Level (AQL)             | Surveillance Method | Performance Measure |
|---------------------|---|--|---------------------|---------------------|
| 3.1                 | Adherence to full requirements of paragraph 3.0 | 100% of tools must be etched and de etched | N/A                 | N/A                 |

## 5.0 PERIOD OF PERFORMANCE

Base Year: 20 Jan. 2023 – 20 March 2023

## 6.0 WORK HOURS/PERSONNEL, SHIFT SCHEDULES

The contractor shall develop personnel work schedules to ensure tasks described in the Performance Work Statement are achieved. The following information is provided as historical information only to provide insight on existing work hours/shift schedules: Core hours are between the hours of 0700-1530 Monday through Friday excluding federal holidays. A typical workday includes 8-hour shifts, not to exceed 40 hours per week or involve any work that requires overtime or shift differential pay. Any deviation from this work schedule requires prior approval of the COR.

## 7.0 PLACE OF PERFORMANCE

TBD

## 8.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS

N/A

## 9.0 SECURITY CLEARANCE CONTRACT SECURITY REQUIREMENT

N/A

**No Foreign National will be employed on this government contract.**

Prior to the commencement of work, the employee will complete required credentialing for CAC eligibility (two options):

1. Option One - Interim Credentialing Standard. To receive a CAC under this standard, the Contractor shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations (FAR) Clause 52.222-54 *Employment Eligibility Verification* for their employees. Further, the employee must have completed an FBI Fingerprint Check that returned favorable results and have submitted a National Agency Check with Inquiries (NACI) to the Office of Personnel Management. This standard's process is facilitated by:

a. the MCB Camp Pendleton Command Security Manager's Office, who will provide fingerprinting and NACI submission.

b. the MCB Camp Pendleton-assigned agent in the Trusted Agent Sponsorship System (TASS) who will submit the appropriate application for a CAC in TASS.

c. the MCB Camp Pendleton DEERS ID Center, who will validate the employee's identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

**An “UNFAVORABLE” adjudication of the contract employee’s investigation will result in immediate termination.**

2. Option Two - Single and Final Credentialing Standard. To receive a CAC under this standard, the MCB Camp Pendleton Command Security Manager will review JPAS for appropriate, previously completed and favorably adjudicated investigation, and continuity in federal service. If the HSPD-12 standards are met, a CAC will be authorized by the assigned MCB Camp Pendleton Trusted Agent, and issued through the MCB Camp Pendleton DEERS ID Center who, in turn, will validate the employee’s identity based on two identity source documents, at least one of which is a valid Federal or State government-issued picture identification, prior to issuing the CAC.

In all cases, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54 *Employment Eligibility Verification*.

In all cases, each contractor employee shall comply with all applicable DoD security regulations and procedures during the performance of this task order. Contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, For Official Use Only (FOUO) information, classified information, and all government personnel work products that are obtained or generated in the performance of this task order.

In all cases, each contractor employee must be entered into the Joint Personnel Adjudication System (JPAS), and then owned by their contracting company facility security officer (FSO). The MCB Camp Pendleton Command Security Manager will then track and monitor their investigation status in JPAS.

**Personnel cannot be properly processed and provided system access prior to their reporting date without sufficient prior coordination between Contractor FSO and the COR to ensure credentialing standards are achieved.**

All contract personnel will in-process with the MCB Camp Pendleton COR, Trusted Agent, and Information Assurance Manager upon arrival to the command and will out-process with the Trusted Agent prior to their departure.

Please note: When processing a Questionnaire for National Security Positions, the applicants can only access the e-QIP system if they have been instructed to do so by the MCB Camp Pendleton Command Security Manager. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official.

The Department of the Navy Central Adjudication Facility will provide notification of the completed investigation to the MCB Camp Pendleton Command Security Manager for determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas and/or be provided access to Controlled Unclassified Information. Determinations are the sole prerogative of the MCB Camp Pendleton Commanding Officer. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

All authorized users of the MCEN shall receive initial Information Assurance (IA) orientation as a condition of access, and thereafter must complete annual IA Awareness refresher training to maintain an active user account.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

## **10.0 CONTRACTOR IDENTIFICATION**

Contracting personnel shall identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official government acts. The Contractor shall ensure that their employee(s) display(s) his or her name and the name of the company while in the work area and include the company's name in his or her email display.

## **11.0 SAFETY**

The contractor is solely responsible for compliance of all safety regulations of employees while working on government owned facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant Contracting Officer's Representative (COR) within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract.

## **12.0 SMOKING/DRUG/ALCOHOL POLICY**

12.1 Smoking/Alcohol Policy: The contractor shall comply with local command smoking policies and workforce requirements. The contractor shall also comply with all Federal drug-free workplace and work force requirements and local command policies. Copies of the applicable policy will be provided to the contractor by the local command Administrative Officer (AO) at performance start date.

12.2 Drug Policy: The contractor shall comply with all applicable Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP).

**13.0 EMPLOYMENT OF FEDERAL EMPLOYEES:** The contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, Navy and DoD regulations.

**14.0 LANGUAGE REQUIREMENTS:** All contractor personnel shall be sufficiently competent in reading, writing, speaking, and understanding English to perform the work.

**15.0 PERSONNEL CONDUCT:** The selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel employed to perform tasks specified herein shall be the responsibility of the contractor. The contractor shall be responsible for the performance and conduct of contractor and subcontractor employees at all times. Personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

**16.0 PERSONNEL COMPLIANCE:** The contractor shall ensure that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the contractor shall comply with the more stringent of the directives or instructions.

**17.0 PERSONNEL REMOVAL:** Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the contractor



from the responsibility for the work defined in this contract. The contractor is expected to provide support services despite personnel removal or other unforeseen condition.

17.1 Removal by Commanding Officer, MCB Camp Pendleton The Commanding Officer, MCB Camp Pendleton may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to unfavorable determination, discipline, or installation security and safety.

17.2 Removal Requested by Contracting Officer (KO): The KO may require the contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the KO that such action is necessary in the interest of the Government.

17.3 Removal by Military Police: Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to discipline, or installation security and safety.

#### **18.0 PERSONAL APPEARANCE:**

NA

#### **19.0 MEETINGS AND BRIEFINGS (If applicable)**

19.1 Requested Meetings: When requested by the designated government representative (DGR), the contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings. Frequency may be weekly, monthly or as otherwise required.

19.2 Monthly Meetings: The contractor shall meet with the designated government representative (DGR), and the Government Quality Assurance Evaluator (QAE) on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the DGR and the contractor will discuss the contractor's performance as viewed by the Government and problems, if any, being experienced. The contractor shall take appropriate action to resolve outstanding issues. A mutual effort shall be made by the contractor and DGR/COR to resolve any and all problems identified.

19.3 Meeting Attendees: Meeting attendees shall include contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.

19.4 Reporting Requirements: When the contractor is the sole representative on behalf of the Government at meetings, conferences, or trips, the contractor shall deliver a related report to the DGR within two working days after meeting completion. The report shall include identifying information, general observations and conclusions or recommended actions, and any additional information, including handouts.

19.5 Management and Administration: The Contracting Officer (KO) has ultimate authority for administration of this contract. The KO may delegate authority through various appointed representatives, including, but not limited to, the COR, technical assistants, one or more technical monitors, and other Government representatives associated with specific functions.

#### **20.0 INTERACTION WITH OTHER ACTIVITIES:**

Government Personnel: Government and contractor personnel will be working in common office and warehouse areas during working hours. Contractor performance shall not interfere with Government work in the area where service or maintenance work is being performed. In the event the contractor believes that Government and other contractor personnel are interfering with the performance of the tasks described in this PWS, the contractor shall notify the DGR immediately. The contractor is obligated to continue performance of the effort described in this task order unless there is authorization from the KO or DGR/COR to stop work. Failure by the contractor to notify the

DGR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.

## **21.0 VEHICLE AND EQUIPMENT OPERATION**

21.1 Privately-Owned Vehicle (POV) Permits: Contractor personnel using POVs on DoD installations shall have proper permits for entry onto the installations. All vehicles, private or contractor-owned, shall comply with the vehicle operation regulations that govern installations. All vehicles are subject to search while on DoD installations. Only licensed contractor personnel shall operate vehicles on DOD installations. Vehicles shall be operated IAW local and state laws as well as installation specific traffic regulations.

21.2 Privately-Owned Vehicle (POV) Parking: The contractor shall utilize on-station POV parking in authorized areas. The Government reserves the right to change parking arrangements at any time.

21.3 Traffic Accident Report Requirements: The contractor shall report to Base Security, within one hour, any traffic accident involving contractor personnel that occurs on base, whether in the performance of this PWS or commuting in their POVs, IAW OPNAVINST 5102.1 series, OPNAVINST 5100.23 series, and other applicable local instructions. The contractor shall supply a copy of any on-base traffic accident report to the DGR within five workdays after each occurrence. The contractor shall also provide the DGR a copy of any report of an off-base traffic accident that involves contractor personnel in the performance of this PWS within five workdays after each occurrence.

21.4 Fines, Fees, Point Assessment and Other Costs: The contractor shall pay all fines, fees, point assessment, and other costs associated with traffic violations or accidents that occur in the performance of work under this contract.

21.5 Accidents: The contractor is solely responsible for compliance of all safety regulations of employees while working on government own facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant COR within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract.

## **22.0 DELIVERABLES**

22.1 The contractor shall submit a Staffing Plan in accordance with the Evaluation Criteria located in Section

M. As part of the Staffing Plan, the contractor may conduct internal QC inspections. Results of any contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the contractor to update/revise the Staffing Plan to ensure quality service is maintained throughout the life of the task order.

## **23.0 GOVERNMENT FURNISHED PROPERTY:**

NA

## **24.0 NON-PERSONAL SERVICE STATEMENT**

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the performance work statement. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct

personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

## **25.0 GOVERNMENT MANAGEMENT OVERSIGHT**

Government management will provide general instructions on limitations and deadlines. Additional instructions shall be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work shall spot-checked by Government management for adherence to procedures, accuracy, and completeness.

## **26.0 WORKLOAD DATA**

N/A

## **27.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE**

27.1 The Contracting Officer's Technical Assistants under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination) are the:

TBD

## **28.0 CONTRACTOR PERSONNEL ACCOUNTABILITY**

The contractor shall be responsible for personnel in the event of a disaster and shall provide **accountability** reports for personnel working under the contract to include: # of employees working at the time of the event, # located (to include # deceased and # injured), and # missing. The report shall be submitted to the COR, designated Point of Contact (POC) or Contracting Officer confirming all personnel have been contacted/located. The first report shall be communicated (oral/written) immediately following the occurrence of a disaster. Subsequent communication shall be reported until all personnel are accounted for.

Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:

- Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent.
- Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities.
- Ensure all reportable casualties are reported and included in personnel accountability reports.
- Ensure accurate baseline population counts; and,
- Carry out exercises, at least annually consistent with the guidance herein.

### 52.212-1 ADDENDUM

#### **ADDENDUM TO 52.212-1**

**1. SUBMISSION OF QUOTATIONS:** Quotations must be received **no later than the date stated in box 8, page 1 of this solicitation**. Quotation shall be submitted via email. Please respond to Gary Lane, [gary.lane@usmc.mil](mailto:gary.lane@usmc.mil) directly with quotation.

**2. QUESTIONS:** Questions shall be submitted by email no later than **2 days** after issuance of the solicitation to the email address listed below. No phone questions will be accepted. The deadline is necessary to ensure timely award and the Government may, in its sole discretion, choose not to respond to questions received after the deadline. All questions will be reviewed and responded to by an amendment to the solicitation. Email questions to Gary Lane, gary.lane@usmc.mil

**3. PERIOD OF ACCEPTANCE OF OFFERORS:** The pricing terms and conditions of the proposal shall be valid for 90 days unless a longer time is stated otherwise in the quote.

**4. SAM.** Offerors must be registered in the System for Award Management (SAM) database. Information in SAM should be current, if not – completion of the attached FAR Provision 52.212-3, Certifications and Representations is required with quotation. Information on registering in SAM may be obtained from [www.sam.gov](http://www.sam.gov) or calling 866-606-8220. Registration in SAM is free.

**5. WIDE-AREA WORKFLOW – RECEIPT AND ACCEPTANCE.** As a condition of receipt of any resulting order, the Contractor agrees to implement the Department of Defense (DOD) web-based application. Information on registering in WAWF/iRAPT may be obtained from <https://wawf.eb.mil/xhtml/unauth/registration/notice.xhtml> or calling 866-618-5988. Registration in WAWF/iRAPT is free.

**6. COMPLETE RESPONSIVE QUOTE:** The Government will award a Firm Fixed Price Contract resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation. A complete responsive quote must be received for consideration. A complete quote is (a) - (c) as follows:

(a) Technical Acceptability— must meet the following:

| ITEM NO | SUPPLIES/SERVICES                          | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    | MALS-39 CUSTOM LASER ETCHING PER PIECE FFP | 19,568   | Each |            |        |
|         | CUSTOM LASER ETCHING PER PIECE             |          |      |            |        |
|         | FOB: Destination                           |          |      |            |        |
|         | MILSTRIP: R0980830198600                   |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: R0980830198600    |          |      |            |        |
|         | PSC CD: J051                               |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | MALS-39 CUSTOM DE-ETCHING OF ALL MARKING<br>FFP<br>CUSTOM DE-ETCHING OF ALL MARKINGS<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: R0980830198600<br>PSC CD: J051 | 19,568   | Each |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 1001<br>OPTION | MALS-39 CUSTOM LASER ETCHING PER PIECE<br>FFP<br>CUSTOM LASER ETCHING PER PIECE<br>FOB: Destination<br>PSC CD: J051 | 19,568   | Each |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 1002<br>OPTION | MALS-39 CUSTOM DE-ETCHING OF ALL MARKING<br>FFP<br>CUSTOM DE-ETCHING OF ALL MARKINGS<br>FOB: Destination<br>PSC CD: J051 | 19,568   | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                      | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 2001    |  | 19,568   | Each |            |        |
| OPTION  | MALS-39 CUSTOM LASER ETCHING PER PIECE |          |      |            |        |
|         | FFP                                    |          |      |            |        |
|         | CUSTOM LASER ETCHING PER PIECE         |          |      |            |        |
|         | FOB: Destination                       |          |      |            |        |
|         | PSC CD: J051                           |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                        | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 2002    |  | 19,568   | Each |            |        |
| OPTION  | MALS-39 CUSTOM DE-ETCHING OF ALL MARKING |          |      |            |        |
|         | FFP                                      |          |      |            |        |
|         | CUSTOM DE-ETCHING OF ALL MARKINGS        |          |      |            |        |
|         | FOB: Destination                         |          |      |            |        |
|         | PSC CD: J051                             |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 3001    |   | 19,568   | Each |            |        |
| OPTION  | MALS-39 CUSTOM LASER ETCHING PER PIECE<br>FFP<br>CUSTOM LASER ETCHING PER PIECE<br>FOB: Destination<br>PSC CD: J051 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 3002    |  | 19,568   | Each |            |        |
| OPTION  | MALS-39 CUSTOM DE-ETCHING OF ALL MARKING<br>FFP<br>CUSTOM DE-ETCHING OF ALL MARKINGS<br>FOB: Destination<br>PSC CD: J051 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 4001    |   | 19,568   | Each |            |        |
| OPTION  | MALS-39 CUSTOM LASER ETCHING PER PIECE<br>FFP<br>CUSTOM LASER ETCHING PER PIECE<br>FOB: Destination<br>PSC CD: J051 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 4002    |  | 19,568   | Each |            |        |
| OPTION  | MALS-39 CUSTOM DE-ETCHING OF ALL MARKING<br>FFP<br>CUSTOM DE-ETCHING OF ALL MARKINGS<br>FOB: Destination<br>PSC CD: J051 |          |      |            |        |

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |
| 1002 | Destination | Government | Destination | Government |
| 2001 | Destination | Government | Destination | Government |
| 2002 | Destination | Government | Destination | Government |
| 3001 | Destination | Government | Destination | Government |
| 3002 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |
| 4002 | Destination | Government | Destination | Government |

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | DODAAC /<br>CAGE |
|------|-----------------------------------|----------|--|------------------|
| 0001 | POP 01-APR-2023 TO<br>31-MAR-2024 | N/A      | MALS 39<br>LT CARTER<br>HMLA - 469, BLDG. 23122<br>CAMP PENDLETON CA 92055<br>760 763-1714<br>FOB: Destination |                  |



|      |                                   |     |   |
|------|-----------------------------------|-----|---|
| 0002 | POP 01-APR-2023 TO<br>31-MAR-2024 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 1001 | POP 01-APR-2024 TO<br>31-MAR-2025 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 1002 | POP 01-APR-2024 TO<br>31-MAR-2025 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 2001 | POP 01-APR-2025 TO<br>31-MAR-2026 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 2002 | POP 01-APR-2025 TO<br>31-MAR-2026 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 3001 | POP 01-APR-2026 TO<br>31-MAR-2027 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 3002 | POP 01-APR-2026 TO<br>31-MAR-2027 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 4001 | POP 01-APR-2027 TO<br>31-MAR-2028 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |
| 4002 | POP 01-APR-2027 TO<br>31-MAR-2028 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination |

## CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 52.204-13    | System for Award Management Maintenance   | OCT 2018 |
| 52.204-16    | Commercial and Government Entity Code Reporting   | AUG 2020 |
| 52.204-18    | Commercial and Government Entity Code Maintenance   | AUG 2020 |
| 52.204-25    | Prohibition on Contracting for Certain Telecommunications<br>and Video Surveillance Services or Equipment | NOV 2021 |
| 52.204-25    | Prohibition on Contracting for Certain Telecommunications<br>and Video Surveillance Services or Equipment | NOV 2021 |
| 52.212-1     | Instructions to Offerors--Commercial Products and<br>Commercial Services                                  | NOV 2021 |
| 52.212-4     | Contract Terms and Conditions--Commercial Products and<br>Commercial Services                             | DEC 2022 |
| 52.213-1     | Fast Payment Procedure  | MAY 2006 |
| 52.232-40    | Providing Accelerated Payments to Small Business<br>Subcontractors  | NOV 2021 |
| 52.233-4     | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.237-2     | Protection Of Government Buildings, Equipment, And<br>Vegetation  | APR 1984 |
| 52.247-34    | F.O.B. Destination  | NOV 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD<br>Officials  | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights   | DEC 2022 |

|              |  |          |
|--------------|--|----------|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials                            | SEP 2022 |
| 252.204-7003 | Control Of Government Personnel Work Product   | APR 1992 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support                      | MAY 2016 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2021 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials            | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium   | JUN 2013 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic                                       | JUN 2022 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors   | MAR 2022 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports                            | DEC 2018 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel                          | JUN 2013 |
| 252.243-7001 | Pricing Of Contract Modifications  | DEC 1991 |
| 252.244-7000 | Subcontracts for Commercial Items  | DEC 2022 |
| 252.246-7003 | Notification of Potential Safety Issues  | JUN 2013 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations                | OCT 2010 |
| 252.247-7023 | Transportation of Supplies by Sea  | FEB 2019 |

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

- . Technical Acceptability; and
- . Price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

"Small business concern"--

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

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

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

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

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

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new

offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

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



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

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

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

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

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

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

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

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

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ☐ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) It [ ☐ ] is, [ ☐ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ☐ ) has, ( ☐ ) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It ( ☐ ) has, ( ☐ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ☐ ) has developed and has on file, ( ☐ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ☐ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

| Line Item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
| —             | —                 | —                                     |
| —             | —                 | —                                     |
| —             | —                 | —                                     |

[List as necessary]

(3) Domestic end products containing a critical component:

| Line Item No. |
|---------------|
| —             |
| —             |
| —             |

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of origin |
|---------------|-------------------|
| —             | —                 |
| —             | —                 |
| —             | —                 |

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

| Line Item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
| —             | —                 | —                                     |
| —             | —                 | —                                     |
| —             | —                 | —                                     |

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

| Line Item No. |
|---------------|
| —             |
| —             |
| —             |

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

| Line Item No. |
|---------------|
|---------------|

|   |
|---|
| — |
| — |
| — |

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of origin |
|---------------|-------------------|
| —             | —                 |
| —             | —                 |
| —             | —                 |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of origin |
|---------------|-------------------|
| —             | —                 |
| —             | —                 |
| —             | —                 |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated

country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [ ☐ ] Have, [ ☐ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ☐ ] Are, [ ☐ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ☐ ] Have, [ ☐ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

| Listed end product | Listed countries of origin |
|--------------------|----------------------------|
| —                  | —                          |
| —                  | —                          |
| —                  | —                          |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ \_\_\_\_ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( \_\_\_\_ ) does ( \_\_\_\_ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.



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

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

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_ ) Foreign government;

( \_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ ☐ ] Yes or [ ☐ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name: \_\_\_\_

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

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

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

(2) The Offeror represents that--

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

(ii) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_ .

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that--

(i) 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

\_\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (13) [Reserved]

  X   (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.

\_\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

  X   (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

\_\_\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

\_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

  X   (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_\_ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I [Reserved].

\_\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  X   (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150



\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

  X   (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

  X   (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

  X   (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

  X   (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

X   (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

       (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

|  |       |
|--|-------|
| 9000 - Machine Tool Operation And Repair Occupations |       |
| 19010 - Machine-Tool Operator (Tool Room)            | 27.76 |
| 19040 - Tool And Die Maker                           | 32.53 |

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

**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.

(d) 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).

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

N/A

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

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

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

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

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

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

Routing Data Table\*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | HQ0871                            |
| Issue By DoDAAC           | M00681                            |
| Admin DoDAAC**            | M00681                            |
| Inspect By DoDAAC         | _____                             |
| Ship To Code              | _____                             |
| Ship From Code            | _____                             |
| Mark For Code             | _____                             |
| Service Approver (DoDAAC) | R09808                            |
| Service Acceptor (DoDAAC) | R09808                            |
| Accept at Other DoDAAC    | _____                             |
| LPO DoDAAC                | _____                             |
| DCAA Auditor DoDAAC       | _____                             |
| Other DoDAAC(s)           | _____                             |

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

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

(g) WAWF point of contact.

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

N/A

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

(End of clause)

#### 52.212-2 ADDENDUM

Regional Contracting Office, Camp Pendleton, CA, is issuing Request For Quotation (RFQ) to procure Laser Tool Etching service. This procurement is conducted in accordance with FAR Part 12 (Acquisition of Commercial Items) utilizing FAR Part 13 (Simplified Acquisition Procedures).

**BASIS FOR AWARD.** Award will be Lowest Price Technically Acceptable (LPTA) or on the capability of the quoter to meet or exceed the specifications and pricing determined to be fair and reasonable. The resulting award will be a **Firm-Fixed Priced** purchase order, all or none, to provide laser tool etching service.

**EVALUATION.** The Government intends to make a single Firm Fixed Price award to satisfy this requirement. Award will be made on the initial evaluation of quotes received in response to this RFQ. Therefore, quoters are cautioned to ensure that initial quotes contain your best terms from a technical and price standpoint. The following factors will be used to evaluate quotes:

**1. TECHNICAL:** Minimum specifications:

Quoter shall demonstrate capability to provide elements within the Performance Work Statement (PWS) Sections 3.1:

**Etching De- Etching.** The contractor will grab a batch of tools every two weeks to etch and de- etch. The job will be performed at the contractor's own facility. Each work center will have the two batches readily available for to pick up.

| Rating will be in accordance with: <b>RATING</b> | <b>DESCRIPTION</b>  |
|--|---|
| <b>ACCEPTABLE</b>                                | Quotation meets the requirements of the solicitation.         |
| <b>UNACCEPTABLE</b>                              | Quotation does not meet the requirements of the solicitation. |

**2. PRICE:** All quotes must be the Contractor's Best Pricing. Price analysis shall be used to verify that the overall price offered is fair and reasonable. The Offeror shall input the unit price and total in all the line items present in the SF1449. The total evaluated price is calculated using the prices proposed for all line items.



**3. DELIVERY OR PAST PERFORMANCE** The contractor will pick a batch of tools on the 15<sup>th</sup> day and last day of the month.

**4. EVALUATION PROCESS:** The evaluation will proceed as follows:

Quotes will be ranked in order from lowest to highest based on the price. The lowest priced quotation will then be evaluated and receive a rating of Acceptable or Unacceptable based on the evaluation criteria above. In order to be rated as Acceptable, the Technical quote must meet the Government's minimum requirements as described in the solicitation. Quotes deemed Unacceptable are those that fail to meet the Government's minimum requirements. If the lowest priced quoter's Technical quote is rated acceptable, the Government will then evaluate pricing to determine fair and reasonableness. If the lowest priced quotation is evaluated to have an acceptable technical quote and fair and reasonable prices, per FAR 8.405-1(f), the Government will complete a responsibility determination IAW the criteria specified in FAR 9.104-1. If found responsible, the Government may stop the evaluation process at this point as that quote represents the best value to the Government. Award shall be made to that offeror without further consideration of any other offers.

If the lowest priced quotation is assigned an unacceptable rating, or if the price is determined not fair and reasonable or if the quoter is found to be non-responsible, the next lowest priced quote will be evaluated. This process will continue (in ascending order) until a quoter is evaluated to have an acceptable technical rating, fair and reasonable prices and the offeror is deemed responsible. The government reserves the right to evaluate all quotes. The award will be made to the offeror whose quotation represents the best value to the government on a LPTA basis.

The Government reserves the right to award no contract, depending on the quality of the quotes submitted and availability of funds for the requirement. The Government intends to evaluate quotes and award a single contract without requesting or accepting revised quotes. Therefore, the Offerors will be advised that their initial quote should contain the most favorable terms and reflect it's best possible performance potential. The Government does reserve the right to clarify aspects of the quotes and hold discussions.