

SECTION B – SCHEDULE OF ITEMS**Base Year – 07/01/2023 - 06/30/2024**

Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Price
0001	Fire Hose Inspecting, Testing, Washing, Drying & Rolling - Pick Up & Delivery				
0001AA	1" x 100' Synthetic Type I	EA	15,000		
0001AB	1 ½" x 100' Synthetic Type I	EA	24,000		
0001AC	1" x 100' Synthetic Type II	EA	11,500		
0001AD	1 ½" x 100' Synthetic Type II	EA	17,250		
0001AE	Repair Hose Couplings	EA	3,400		

Grand Total Base Year \$ _____**Option Year 1 – 07/01/2024 - 06/30/2025**

Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Price
1001	Fire Hose Inspecting, Testing, Washing, Drying & Rolling - Pick Up & Delivery				
1001AA	1" x 100' Synthetic Type I	EA	15,000		
1001AB	1 ½" x 100' Synthetic Type I	EA	24,000		
1001AC	1" x 100' Synthetic Type II	EA	11,500		
1001AD	1 ½" x 100' Synthetic Type II	EA	17,250		
1001AE	Repair Hose Couplings	EA	3,400		

Grand Total Option Year 1 \$ _____**Option Year 2 – 07/01/2025 - 06/30/2026**

Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Price
2002	Fire Hose Inspecting, Testing, Washing, Drying & Rolling - Pick Up & Delivery				
2002AA	1" x 100' Synthetic Type I	EA	15,000		
2002AB	1 ½" x 100' Synthetic Type I	EA	24,000		
2002AC	1" x 100' Synthetic Type II	EA	11,500		
2002AD	1 ½" x 100' Synthetic Type II	EA	17,250		
2002AE	Repair Hose Couplings	EA	3,400		

Grand Total Option Year 2 \$ _____

Option Year 3 – 07/01/2026 - 06/30/2027

Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Price
3003	Fire Hose Inspecting, Testing, Washing, Drying & Rolling - Pick Up & Delivery				
3003AA	1" x 100' Synthetic Type I	EA	15,000		
3003AB	1 ½" x 100' Synthetic Type I	EA	24,000		
3003AC	1" x 100' Synthetic Type II	EA	11,500		
3003AD	1 ½" x 100' Synthetic Type II	EA	17,250		
3003AE	Repair Hose Couplings	EA	3,400		

Grand Total Option Year 3 **\$** _____

Option Year 4 – 07/01/2027 - 06/30/2028

Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Price
4004	Fire Hose Inspecting, Testing, Washing, Drying & Rolling - Pick Up & Delivery				
4004AA	1" x 100' Synthetic Type I	EA	15,000		
4004AB	1 ½" x 100' Synthetic Type I	EA	24,000		
4004AC	1" x 100' Synthetic Type II	EA	11,500		
4004AD	1 ½" x 100' Synthetic Type II	EA	17,250		
4004AE	Repair Hose Couplings	EA	3,400		

Grand Total Option Year 4 **\$** _____

Grand Total (Base Plus 4 Option Years) **\$** _____

B-1 STATEMENT OF WORK (SOW)

SCOPE OF WORK

Services are for inspecting, testing, washing (cleaning), drying, repair of any hoses that are deemed repairable and rolling of Federal Government fire hoses. This includes coupling failure, or any hose that has a jacket failure within the allotted 10 feet from the end of the hose (making the hose still serviceable after repair, per NFES standards) for a 5 Year period (Base + 4 Option Years) beginning the Date of Award and ending **June 30, 2028**.

CONTRACTOR OBLIGATIONS

Contractor shall pickup hose within 24 hours of verbal (phone or text) or email. Contractor shall furnish an adequate facility and on-site supervision to meet delivery and production schedules, regardless of weather conditions or seasonal norms. Contractor shall furnish all labor, transportation, equipment, materials, supplies, and incidentals necessary to perform the services contained in this contract. Contractor shall submit Quality Control reports which verify the quality of each service CLIN completed.

Contractor shall pick up hose to be treated at the Redmond Air Center (RAC), 1740 SE Ochoco Way, Redmond Oregon 97756, service the hose at Contractor's site and return the serviced hose to the Redmond Air Center.

Pick up and return of fire hose shall normally be made during the hours of 8:00 a.m. and 3:00 p.m., Monday through Sunday or as agreed at the time the service order is placed.

SERVICE ORDERING PROCEDURES

The Contracting Officer Representative (COR) shall order services to be performed via email and or phone call to contractor in accordance with FAR 52.216-18(d), Ordering.

Orders shall state the following:

- Date Services Required
- Item Numbers
- Description of Hose
- Quantity
- Unit Price
- Total Price

All phone call service orders will be followed up with an email from COR to contractor stating services required.

GOVERNMENT OBLIGATIONS

Hoses will be rolled, sorted by incident, and placed on pallets by the Government for Contractor to pick up.

The Government will provide to the Contractor gaskets and either hose pallets or shipping pallets for all hose to be returned on.

HOSE TO BE SERVICED

Hose to be serviced includes:

- a) 1 inch x 100-foot Synthetic Type I (NFES 001238)
- b) 1 ½ inch x 100-foot Synthetic Type I (NFES 001239)
- c) 1 inch x 100-foot Synthetic Type II (NFES 000932)
- d) 1 ½ inch x 100-foot Synthetic Type II (NFES 000933)

INSPECTING/TESTING HOSE

Note: Contractor shall submit an annual certificate that the gauges used to test fire hose pressure are accurate and in accordance with industry standards and as identified in the Water Handling Equipment Guide and as identified in the Fire Equipment Storage and Refurbishing Standards Guide.

Prior to testing, Contractor shall visually inspect the hose for obvious burns, cuts, and crooked or damaged couplings. If any defects are found, the hose shall be determined unserviceable. If the hose is determined visually acceptable, Contractor shall inspect for gaskets and replace as necessary prior to putting the hose under pressure.

Hose shall be tested at 300 psi and held for a minimum of three (3) minutes. Hose which contains any of the following indicators during or after the test shall be deemed unserviceable:

- Pin holes
- Wet spots on hose or ground
- Leaks between hose and coupling
- Leaks at swivel or coupling
- Crooked or damaged couplings
- Bulges on the hose
- Hose liner visible
- Coupling slippage
- Separation of inner lining from jacket

Hose determined unserviceable shall be labeled with Fire Incident information and returned as specified herein.

WASHING (CLEANING) FIRE HOSE

Defined as washing by which the removal of all debris, foreign material and dirt is accomplished in accordance with the Water Handling Equipment Guide, PMS 447-1, June 2013, <https://www.fs.fed.us/t-d/pubs/pdfpubs/pdfWHEG13/WHEG13.pdf> and the Fire Equipment Storage and Refurbishing Standards, PMS 448, MARCH 2018 <https://www.nwecg.gov/publications/pms448>

DRIED FIRE HOSE

Will be determined using a construction type moisture meter, (measures percentage of moisture content), using the wood setting to ensure that the hose returned is dry. The acceptable percentage range will be less than 17%.

REPAIR FIRE HOSE (OPTIONAL)

Repair work will be done using a hydraulic expanding machine, with new tail gaskets and expansion rings. The existing hose couplers will be re-used. Repaired hoses will then go through pressure testing to ensure quality control.

Related services will include, identifying repairable hoses that meet NFES standards, repairing identified hoses, quality control, and keeping a written log of hoses repaired and the incidents they came from. Repaired hoses that pass testing/quality control will be identified as such, segregated from all other refurbished hose and shipped back with their respective lots.

Repaired hoses that do not pass testing will be deemed unserviceable, and the government will not incur any additional charges for these hoses. Only hoses repaired, tested, and brought back into service will be charged to the government (some hoses may require repair at both ends). Expansion rings recovered from coupling repair will be sent back to cache with each hose lot.

ROLLING FIRE HOSE

All hose that the Contractor has received for service shall be rolled as follows when being returned:

A. Serviceable Hose:

Hose shall be rolled individually with **the male fitting located in the center of the roll and the female fitting on the outside of the roll.**

Hose shall be rolled to the following dimensions:

- Synthetic Type I and Type II hose shall be rolled to a maximum diameter of 18 inches.

Rolled, serviceable hose shall be secured with two (2) bands of one half (½) inch polypropylene strapping material approximately **180 degrees apart from each other.** The first band shall be located not more than three (3) inches behind the female fitting.

The hose will be stacked uniformly and in a way that enables the Government to easily count and shall be documented. (See example pictures in attachment #4) Government will approve Contractor documentation sample at pre-work meeting.

B. Unserviceable Hose:

Hose shall have both couplings removed/cut off and rolled.

- Couplings will be boxed up and returned to RAC. This includes the rubber bands that secure dirty rolled hoses and pallets.

Hose shall be rolled to the following dimensions:

- Synthetic Type I and Synthetic Type II hose shall be rolled to a maximum diameter of 18 inches.

Rolled, unserviceable hose shall be secured with two (2) banded at 180 degrees apart from the center of the hose. The hose will be stacked uniformly and in a way that enables the Government to count and identify incidents easily, i.e., separating each layer that is a different incident by cardboard and tagging by

incident and quantity (as related to that incident) of surveyed hose. Additionally, each stack shall not exceed 20 lengths per stack.

RETURNING SERVICED HOSE TO GOVERNMENT

Fire hose returned to RAC shall be placed on pallets and shrink wrapped tightly so that it is ready for shipment. The hose shall be placed with the female end pointed to the center of the pallet. Each pallet of serviceable hose shall contain only one type and size of hose and be stacked on hose pallets provided by the government. Each pallet shall not exceed the maximum number of rolled hose as shown below:

- 1-inch Synthetic Type I = 6 stacks of 17 rolls and 3 stacks of 16. (Hose Pallet)
- 1 ½ inch Synthetic Type I = 9 stacks of 11 with 1 on the side. (Hose Pallet)
- 1-inch Synthetic Type II = 6 stacks of 17 lengths with 18 lengths placed sideways in the middle. (Shipping Pallet)
- 1 ½ inch Synthetic Type II = 6 stacks of 13 lengths with 18 lengths placed sideways in the middle. (Shipping Pallet)

All stacks of serviceable hose shall be stacked as shown in the sample pictures (See Attachments). Serviceable hose returned for other National Interagency Support Caches (NISC) will be stacked as identified by the COR. All stacks of the unserviceable hose shall have the male fittings lined up and pointing towards the corner of the pallet. Hose that has been recoupled will be identified and segregated from all other serviceable hose, either by a cardboard layer on hose pallets or stacked on a dedicated pallet. **On return, only unserviceable hose needs to be labeled by incident.**

Pallets with less than the maximum quantity of hose shall be designated as “partial pallets” and shall be arranged in the same manner as a full pallet.

INSPECTION AND ACCEPTANCE

Performance shall be inspected by the Contracting Officer’s Representative (COR) or his designated inspector in accordance with FAR Clause 52.212-4 (a), Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022) Inspection/Acceptance.

DOCUMENTAION AND INVOICING

All hose will be counted and recorded by the Government on a service order form prior to pick up by the Contractor for individual lots. The returned order shall serve as the invoice for the payment of the service Order. Any discrepancies in the count shall be reported to the Contracting Officer Representative (COR) or their Designated Representative prior to processing the lot.

**BOTH THE GOVERNMENT AND CONTRACTOR WILL SIGN THE SERVICE ORDER
CONCURRING AS TO THE QUANTITIES PICKED UP AND/OR DELIVERED.**

PERFORMANCE RATE

The minimum production rate for each service order is 400 lengths of hose per calendar day, regardless of weather conditions or seasonal norms. Pick-up and Delivery days are not counted towards the minimum production rate.

SECTION C - CONTRACT CLAUSES

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):

<https://www.acquisition.gov>

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

- 52.202-1 Definitions. (Jun 2020)**
- 52.203-3 Gratuities. (Apr 1984)**
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)**
- 52.204-13 System for Award Management Maintenance. (Oct 2018)**
- 52.204-18 Commercial and Government Entity Code Maintenance. (Aug 2020)**
- 52.204-19 Incorporation by Reference of Representations and Certifications. (Dec 2014)**
- 52.204-21 Basic Safeguarding of Government Information Systems (Nov 2021)**
- 52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services. (Dec 2022)**

Addenda to 52.212-4:

Replace paragraph (r) of clause 52.212-4 with the following as specified in DEVIATION 2017-1 (Nov 2021)

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

- 52.223-2 Affirmative Procurement of Bio based Products under Service and Construction Contracts. (Sep 2013)**
- 52.223-5 Pollution Prevention and Right-to-Know Information. (May 2011)**
- 52.223-6 Drug-Free Workplace. (May 2001)**
- 52.229-3 Federal, State, and Local Taxes. (Feb 2013)**
- 52.232-1 Payments. (Apr 1984)**
- 52.232-8 Discounts for Prompt Payment. (Feb 2002)**
- 52.232-11 Extras. (Apr 1984)**
- 52.232-18 Availability of Funds. (Apr 1984)**
- 52.232-19 Availability of Funds Next Fiscal Year. (Apr 1984)**
- 52.232-23 Assignment of Claims. (May 2014)**
- 52.232-39 Unenforceability of Unauthorized Obligations. (Jun 2013)**
- 52.233-1 Disputes. (May 2014)**
- 52.242-13 Bankruptcy. (Jul 1995)**
- 52.242-15 Stop-Work Order. (Aug 1989)**
- 52.245-1 Government Property (SEPT 2021) Alt 1 (APR 2012)**
- 52.245-9 Use and Charges (APR 2012)**
- 52.253-1 Computer Generated Forms. (Jan 1991)**

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES ([DEVIATION 2017-1](#), [DEVIATION DEC 2022](#))**

As prescribed in [12.301](#)(b)(4), insert the following clause:

**Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial
Products and Commercial Services (Mar 2023)**

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C.3903 and 10 U.S.C. 3801)

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 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) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) ([DEVIATION 2017-1](#))

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(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. 6101note).

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

(10) [Reserved].

- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- (12) (i) 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]
- (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)).**(DEVIATION DEC 2022)**
- (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.637s)
- By the end of the base term of the contract and then by the end of each subsequent option period; or
- By the end of the performance period for each order issued under the contract.
- (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).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023) (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. 637(a)(17)).
- (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).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (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.
- (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).
- (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). (Executive Order 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.
- (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. 552 a).
 (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).

- (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).
- (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:

- (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).

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 [5 332](#).

- (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).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

- (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 2015) (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) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)

(xxiii) 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.

52.216-18 Ordering.

As prescribed in [16.506\(a\)](#), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **07/01/2023** through **06/30/2028 Base Year and Plus 4 Option Years if exercised**.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

52.216-19 Order Limitations.

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

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$40,000.00**.

(2) Any order for a combination of items in excess of **\$200,000.00**, or

(3) A series of orders from the same ordering office within **sixty (60)** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

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

52.216-21 Requirements.

As prescribed in [16.506](#)(d), insert the following clause:

Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 06/30/2028.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

52.217-8 Option to Extend Services.

As prescribed in [17.208](#)(f), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

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

52.217-9 Option to Extend the Term of the Contract.

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

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar 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 **five (5) years**.

52.252-4 Alterations in Contract.

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

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

52.252-6 Authorized Deviations in Clauses.

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

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any *Agriculture Acquisition Regulation* (48 CFR 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

AGRICULTURAL ACQUISITION REGULATIONS (AGAR) CLAUSES INCORPORATED BY REFERENCE (See <https://www.acquisition.gov/agar> for full text)

452.222-70 Labor Law Violations.

452.222-71 Past Performance Labor Law Violations.

452.204-70 Modification for Contract Closeout. (Jul 2022)

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from July 1, 2023 through June 30, 2028.

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment Number	Attachment Title	Number of Pages
1	Hose Stack Example	4
2	Wage Determination	10
3	Quality Assurance Surveillance Plan	2
*4	Contractor Information	1
*5	Experience Questionnaire	2
*6	Past Performance Questionnaire (PPQ)	2

* Not made part of the awarded contract.

SECTION E - SOLICITATION PROVISIONS

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 these addresses:

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

The Solicitation Provisions are for solicitation purposes only. They will be physically removed from any resultant award but will be deemed to be incorporated by reference in the award.

- 52.204-7 System for Award Management. (Oct 2018)**
- 52.204-16 Commercial and Government Entity Code Reporting. (Aug 2020)**
- 52.204-17 Ownership or Control of Offeror (Aug 2020)**
- 52.204-20 Predecessor of Offeror. (Aug 2020)**
- 52.204-22 Alternative Line Item Proposal (Jan 2017)**
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)**
- 52.204-26 Covered Telecommunications Equipment or Services-Representation. (Oct 2020)**
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation. (Nov 2015)**
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (Nov 2015)**
- 52.209-11 Representation by Corporations Regarding Responsibility Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)**
- 52.217-4 Evaluation of Options Exercised at Time of Contract Award. (Jun 1988)**
- 52.217-5 Evaluation of Options. (Jul 1990)**
- 52.222-22 Previous Contracts and Compliance Reports. (Feb 1999)**
- 52-223-1 Biobased Product Certification. (May 2012)**

52.209-5 Certification Regarding Responsibility Matters.

As prescribed in [9.104-7\(a\)](#), insert the following provision:

Certification Regarding Responsibility Matters (Aug 2020)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) **The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.**

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United

States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-7 Information Regarding Responsibility Matters.

As prescribed at [9.104-7\(b\)](#), insert the following provision:

Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

(b) **The offeror has does not have current active Federal contracts and grants with total**

value greater than \$10,000,000.

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services.

As prescribed in [12.301\(b\)\(1\)](#), insert the following provision:

Instructions to Offerors—Commercial Products and Commercial Services (Mar 2023)

Addendum to FAR Provision 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services is hereby tailored as follows: (Incorporated by Reference on Standard Form 1449).

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard(s) for this acquisition appear in elsewhere in this solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is **\$16.5million**.

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

i. GENERAL INSTRUCTIONS

- (1) The quote must include both the technical and business sections.
- (2) The Government will evaluate quotes in accordance with the evaluation criteria set forth in **52.212-2 Evaluation-Commercial Products and Commercial Services** of this RFQ Evaluations will be made on the Offerors Factor I, Technical Capability, Factor II, Experience, Factor III, Past Performance, and Factor IV, Price and an award will be made based on Total Evaluated Price (TEP).
- (3) The Government will not accept any quote, revision/modification, or withdrawal that is transmitted to and/or received by the Government via facsimile machine.
- (4) All quotations must be complete, self-sufficient and respond directly to the requirements of this solicitation.

Quotes must be submitted by Email Only to: lindsey.christian@usda.gov no later than the due date shown in Block 8 of the SF1449. No other forms of submission will be accepted. Contractor is responsible for verifying receipt of quotation by the Contracting Office. All emails, regardless of size, need to be received by the Government server, by the stated date and time. If a quotation is sent in multiple emails each email shall be clearly labeled stating how many emails comprise the quote in the following format (1 of 3; 2 of 3; 3 of 3). The Government will not be responsible for any failure of transmission or receipt of the quotation, or any failure of the Offeror to verify receipt of the emailed quote. All quotations submitted after the deadline will be considered untimely and ineligible for award.

All items on the Schedule of Items are to be completed and submitted as the offeror's quotation. Failure to submit a completed schedule will result in the offeror's entire quotation package being considered unacceptable and will not be evaluated. All unit prices and total prices are limited to two (2) decimal places.

The Schedule of Item is only one document of several that must be submitted with your quote.

ii. TECHNICAL PART INSTRUCTIONS

The technical portion will be used to make an evaluation and arrive at a determination as to whether the quote will meet the requirements of the Government. Therefore, the technical portion must present enough information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. As a minimum, the quote must clearly provide the following information for the listed factors:

- (1) **Quote Acceptability** - The Government must deem quotes acceptable to consider them for award. The following sub factors will be used to determine quote acceptability:
 - (i) **Assent to terms of the solicitation** - Submit all required documentation requested in the solicitation. To be deemed acceptable the quote cannot take exception to any requirements of the solicitation.
 - (ii) **Technical Capability** - Provide a one-page summary of proposed facilities, quality control, proposed

methodologies as to how you plan to provide the services listed herein.

- (iii) **Experience** - The Offeror shall submit the Attachment 5, Experience Questionnaire of work experience of a similar nature, scope, complexity, and difficulty to that which will be performed under the prospective contract contemplated by this solicitation. Relevant experience is that obtained within the past three (3) years providing or performing services of similar size and type services.
- (iv) **Past Performance** - Offeror is not required to provide Past Performance data but instead the Government will pull CPARS Data, for the prior 3 years to determine if Past Performance is Acceptable/Unacceptable. If the Offeror does not have CPARS data, the Offeror will be required to provide three (3) relevant, in magnitude and scope, Past Performance Questionnaires. **(see Attachment 6) If CPARS Data is available, Past Performance Questionnaires will not be needed.**
- (v) **Utilization of Bio-based projects.** Provide statement addressing bio-based products to be used on this contract. If no bio-based products are being used, a non-applicable statement is required.
<http://www.biopreferred.gov>

iii. BUSINESS PART INSTRUCTIONS

The following information will be compiled to complete Technical and create the Business Portion:

1. SF-1449, Solicitation/Contract/Order for Commercial Item. Complete and Signed by Offeror. Pages 1-3, Blocks 17a, and 30a, 30b, and 30c. If amendments are issued acknowledge amendments.
2. Price – Schedule of items. Complete - Pages 4-5 Note: Offeror is required to quote on unit prices and total cost for all items.
3. Technical Capability. Provide a one-page summary of proposed facilities, quality control, proposed methodologies as to how you plan to provide the services listed herein.
4. Offerors Information. (Attachment 4)
5. Experience Questionnaire. Please complete and submit Experience Questionnaire. (Attachment 5)
6. Past Performance. If CPARS is not available, have your references completed and submit Past Performance Questionnaire (PPQ). (Attachment 6)
7. Utilization of Bio-based products. Provide statement addressing bio-based products to be used on this contract. If no bio-based products are being used, a non-applicable statement is required. http://www.biopreferred.gov
8. FAR 52.209-5 Certification Regarding Tax Matters. Complete – Pages 22-24
9. FAR 52.209-7 Information Regarding Responsibility Matters. Complete – Page 24-25

10. FAR 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. Complete - Pages 29-46

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

52.212-2 Evaluation-Commercial Products and Commercial Services.

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

Evaluation—Commercial Products and Commercial Services (Nov 2021)

- (a) The Government will review quotes received to determine if they are acceptable to the requirements. An acceptable quote is one that meets all terms, conditions, and specifications in the solicitation. The Offeror must provide all documents listed and comply with all quotation instructions for their quote to be considered “acceptable” to this solicitation. Only acceptable quotes will be evaluated for award. An evaluation will be conducted for each Offeror’s quote using the following criteria:
- (1) Quote Acceptability. This factor will be assessed as acceptable or not acceptable for the following subfactors:
 - (i) Assent to terms of the solicitation. Your quote must assent to all terms of this request for quote and you must provide all information requested. Your quote will receive an acceptable or not acceptable rating if you take exception to any term of this solicitation.
 - (ii) Technical Capability. The Technical Acceptability evaluation provides an assessment of the offeror’s capability to satisfy the Government’s requirement. The evaluation will focus on whether the offeror’s quote meets or does not meet the Government’s requirements. ***Offerors must receive a “Go” rating for the Technical Capability in both Technical and Business sections to be considered for award.*** Quotes not demonstrating Technical Capability with similar size and scope described in this solicitation will receive a no go rating for this subfactor.
 - (iii) Experience. The Government will evaluate contractor’s prior work experience of a similar nature, scope, complexity, and difficulty to that which will be performed under the prospective effort.
 - (iv) Past Performance. Past performance is a measure of the degree to which you, as a business and organization, have satisfied your customers in performing services like those contemplated in this solicitation. The Government will evaluate your past performance and provide a go or no go rating based on the following:
Acceptable rating-
 - Past performance that met contractual requirements or contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
 - Quoters without a record of relevant past performance or for whom information on past performance is not available will receive a “Go” (**neutral**) rating for this evaluation factor.Not Acceptable rating –
 - Past performance that did not meet contractual requirements or contained problems for which corrective actions taken by the contractor were not fully implemented or were unsatisfactory dependability risk.
 - (2) Price. Price evaluation will be performed on all Offerors Pricing in accordance with FAR 52.212-

1 Instructions to Offerors-Commercial Products and Commercial Services. Quotations will be ranked from lowest to highest price based on the Total Evaluated Price (TEP) based on the Government's estimated requirement for each CLIN.

(b) Basis of Award

- (1) The Government intends to award a contract that meets incident resource needs resulting from this solicitation to responsible offeror's whose quotes conforming to the solicitation will be most advantageous to the Government.
- (2) Contract will be awarded only to offeror's with:
 - (i) an overall acceptable, go rating
 - (ii) price that is determined fair and reasonable

Reasonableness: Prices are reasonable in comparison to estimates, prior prices paid, and competition and can be supported by suitable estimating techniques. If a price is unreasonably low to realistically perform the work for the proposed price, the offer will not be considered in the competitive range and will not be considered for award.

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).

As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the **base period, first option year, second option year, third option year and fourth option year, and one half of the fourth option year.** Offerors are not required to enter a price for the six-month extension period.

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

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. 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 "— 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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and 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 .

(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 will be performed in the United States or its outlying areas . Check all that apply.

(1) Small business concern . The offeror represents as part of its offer that it is, is not a small business concern .

(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 it is, is not a service-disabled veteran-owned small business concern .

(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 CFR124.1002.

(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 concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold .

(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) 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 parts 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 <http://uscode.house.gov/> 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 .

(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 .

(iii) The terms "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 :

[List as necessary]

(3) 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 .

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product ," "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 :

[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 .

Other Foreign End Products :

[List as necessary]

(iv) 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 I.*

If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products :

[List as necessary]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products :

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*

If Alternate III to the clause at [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 :

[List as necessary]

(5) *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 :

[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 .*

(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 the 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 CFR1.6049-4; 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, is not an inverted domestic corporation ; and
- (ii) It is, 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.

(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 (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 .

52.219-1 Small Business Program Representations

As prescribed in [19.309\(a\)\(1\)](#), insert the following provision:

Small Business Program Representations (Mar 2023)

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

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

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

Small business concern—

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

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

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

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

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

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

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C.101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture,

process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) *Representations.*

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

(i) it is, is not a small business concern; or

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

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

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

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

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

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

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that

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

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

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

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

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

(d) Notice. Under [15 U.S.C.645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

52.252-5 Authorized Deviations in Provisions

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

Authorized Deviations in Provisions (Nov 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.