

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 67		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
				42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

1.0 DESCRIPTION OF SERVICES. The Emergency Management Division, Waterfront Operation, will provide two (2) Suzuki 200 Horsepower (HP) Outboard Motors (OBM's) and one (1) Suzuki 150HP OBM to contractor for install on two vessels owned by Marine Corps Base Hawaii (MCBH). The contractor shall provide Suzuki outboard engine rigging system equipment to include all items listed in Suzuki Dual Engine Rigging System (SUZ-RIGX2) for two (2) Suzuki 200 Horsepower (HP) outboard motors (OBM's) and Suzuki Single Engine Rigging System (SUZ-RIG1) for one (1) Suzuki 150HP outboard motor (OBM). The contractor shall also provide Installation, testing, and 20-hour service (IT20) for the two (2) Suzuki 200HP OBM's on Safe Boat 01 and the installation, testing, and 20-hour service (ITO20-2) for the one (1) Suzuki 150HP OBM on Boston Whaler Whiskey 8. The contractor shall provide all spare parts in Part Quote SB01 and Part Quote WHISKEY 8. The contractor shall provide enough provided in quotes and services and installation performed by qualified, or certified Contractor personnel as requested by the Government to perform the required tasks for each service type described in this Performance Work Statement (PWS) for the Emergency Management Division, Waterfront Operations located in Marine Corps Base (MCB) Hawaii, Kaneohe Bay.

A site visit will be offered to all interested vendors on 10 August 2023 at 0900 AM. The site visit will be held at 6801 Sumner Road, Kailua, Hawaii Building 6801 on MCBH. The point of contact for directions will be BMC Williams at 831-313-8196.

Please RSVP to Sgt Rochester at boo.c.rochester@usmc.mil if you are interested in attending.

No more than 3 guests per vendor.

No questions regarding the contract will be answered during the site visit, but can be emailed to Sgt Rochester afterwards at boo.c.rochester@usmc.mil.

2.0 PERFORMANCE REQUIREMENT TASKING. PERFORMANCE REQUIREMENT/TASKING:

2.1 SERVICE TYPE 1: Provide Rigging equipment and install three Suzuki OBM's on two MCBH Vessels and after install, test OBM's and perform 20-hour maintenance service.

TASK 1: Remove current engines and install three (3) new OBM's on two MCBH Vessels. Contractor shall be limited to the operation and management of the vessel and provision to perform the following duties:

2.1.2 Contractor shall remove the two Evinrude E-TEC 200HP engines and all rigging equipment from Safe Boat 01 and remove one Evinrude E-TEC 150HP engine and all rigging equipment from Whiskey 8.

2.1.3 Contractor shall place all Evinrude rigging equipment and engines on a pallet for Waterfront Operations to pick up from contractor.

2.1.4 Contractor shall install the provided two (2) 200HP Suzuki OBM by WFO's onboard Safe Boat 01 with rigging equipment provided by contractor and install one (1) 150 Suzuki OBM provided by WFO's onboard Whiskey 8 with rigging equipment provided by contractor.

- 2.1.5 Contractor shall ensure all rigging equipment is connected properly on both vessels.
- 2.1.6 Contractor shall ensure all three engines have start-up maintenance completed and all lubrications installed.
- 2.1.7 Contractor shall conduct static and dynamic testing of all engine components on both vessels.
- 2.1.8 Contractor shall conduct operational testing on engines and rigging components for a minimum of one (1) hour.
- 2.1.9 Contractor shall contact WFO's for visual inspection of all rigging components and operational testing for acceptance of engines installed.
- 2.1.10 WFO's shall accept vessels and conduct break-in cycle on the water within Kaneohe Bay.
- 2.1.11 Once the OBM's reach 20 hours of service, WFO's shall contact the contractor.
- 2.1.12 Contractor has five days to execute the 20-hour maintenance service with all parts and equipment provided by contractor listed in IT20 and ITO20.2.
- 2.1.13 WFO's shall certify that all work to include rigging equipment, installation, testing, and maintenance is complete on both Safe Boat 01 and Whiskey 8.

TASK 2: Performance Goals:

- 2.1.14 Contractor shall conduct static and dynamic testing of all rigging equipment and ensure engine components are working and operational in accordance with manufacture specifications.
- 2.1.15 Contractor shall conduct operational testing on all three engines and rigging components for a minimum of one hour to ensure no malfunctions occur prior to break-in period.
- 2.1.16 Contractor shall perform 20 hour maintenance service in accordance with manufacture specifications after WFO's conducts break-in of engines.

3.0 PERFORMANCE PARAMETERS:

Task or Deliverable	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Performance Measure
PWS 2.1.2 through 2.1.16	Adherence to full requirements of paragraph 2.0 of the PWS.	95% compliance in meeting PWS 2.1.2 through 2.1.14 requirements	IPRs and final plan reviews, feedback from the Waterfront Operations Officer in Charge	Hours available to provide required services of paragraph Reference 4.

4.0 PERIOD OF PERFORMANCE

- 4.1 Once WFO's delivers both MCBH vessels and all three engines, contractor has 21 days to complete the install and operational testing. The Contractor will be required to contact WFO's OIC weekly and update the progress and delivery goal date.

4.2 Contractor shall perform 20-hour maintenance service on all three engines within five (5) business days.

5.0 PLACE OF PERFORMANCE: Install and operational testing, and 20 hour maintenance service will be completed at contractors place of business or at Waterfront Operations onboard MCBH Kaneohe Bay, Hawaii 96863-3002; whichever location both contractor and WFO's OIC agree to.

6.0 HOLIDAYS:

For purposes of scheduling personnel, the Contractor is hereby advised that the government installation will observe the following holidays. The Contractor is further advised that access to the government installation may be restricted on these holidays.

Holiday	Observance
New Year's Day	1 January
Martin Luther King Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 June
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

6.1 In addition to the days designated as holidays, the Government observes the following days:

- 6.2 Any other day designated by Federal Statute
- 6.3 Any other day designated by Executive Order
- 6.4 Any other day designated by a Presidential Proclamation
- 6.5 Any other period of time as designated by appropriate installation authority.

7.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS: None.

8.0 SECURITY REQUIREMENTS:

Only citizens of the United States and Permanent Resident Aliens of the United States with a verified United States Permanent Resident Card (USCIS Form I-551) are eligible to perform work on this contract. All other Foreign Nationals are not eligible to perform work on this contract.

Personnel supporting event will require full security clearances as outlined by Government.

8.1 Be familiar with MCBH's access requirement and request base access to WFO's OIC three business days prior to arriving onboard installation.

8.2 Accessing the Base

All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government installation, shall abide by all security regulations of the installation. All contractors, suppliers, and vendors who wish to have base access to Marine Corps Base Hawaii must have a Defense Bio-metric Identification System (DBIDS) credential after Aug. 14, 2017.

8.3 DBIDS Program

DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential.

The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.

Contractors will follow the below procedures to obtain a Vendor/Contractor Passes from PMO:

- 8.3.1 The Contractor will submit a roster of employees via a MCB Hawaii Base Access Request Form (MCBH Form 5532) that their contract ultimately supports to the sponsoring activity's Contracting Officer's Representative (COR). The roster will identify the company name, contract number, period of performance of the contract, location of performance, the full name, date of birth, and the Defense Biometric Identification System (DBIDS) pre-enrollment code for each of the Contractor's and subcontractor's employees, and the point of contact information for the Contractor. DBIDS pre-enrollment codes are not required for Contractors who have previously been issued a DBIDS credential from any military installation.
- 8.3.1.2 Contractors will pre-enroll in DBIDS at <https://dbids-global.dmdc.mil/enroll#!/> no more than 30 days and no less than five days before access is required.
- 8.3.1.3 Personnel pre-enrolling in DBIDS must enter one form of identification from the primary and secondary list below. The documents must not be expired and documents that appear questionable or otherwise altered will not be accepted.
- 8.3.1.4 U.S. Citizen Primary List: Certificate of Naturalization, Taxpayer Identification Number, or Social Security Number. U.S. Citizen Secondary List: State Identification Card, Driver's License, or Passport.
- 8.3.1.5 Non-U.S. Citizen Primary List: Foreign Identification (U.S. Issued), USCIS (A) Number, National Identification Card (Foreign Country Issued), Passport, or Social Security Number. Non-U.S. Citizen Secondary List: Certificate of Naturalization, Foreign Identification (U.S. Issued), Passport, or Social Security Number.
- 8.3.1.6 An alpha-numeric pre-enrollment confirmation code and a QR code is provided at the completion of pre-enrollment. The sponsor must include the pre-enrollment code on the Base Access Request Form.
- 8.3.1.7 The MCB Hawaii sponsoring activity's Contracting Officer's Representative (COR) will forward the roster to PMO where criminal history background checks will be completed.
- 8.3.1.8 Upon receipt of favorable background checks, the MCB Hawaii sponsoring activity will notify the Contractor that employees may proceed to MCB Hawaii for their Contractor Pass.
- 8.3.1.9 Contractors must present themselves to the Visitors Center, building 1637, MCB Hawaii or the Camp Smith Pass and Registration Office, building 601, and present the two forms of identification they used to pre-enroll in DBIDS along with the QR code or alpha-numeric pre-enrollment code to complete the DBIDS enrollment. Enrollment includes providing full name, date of birth, social security number and other biographical information as well as capturing the applicant's electronic fingerprints and photograph. Personnel who decline to provide this

information will be denied access to MCB Hawaii.

- 8.3.1.10 Non-CAC Contractor employees will be provided a base credential that will allow them unescorted access from the main gate of Marine Corps Base Hawaii to place of employment. If contractor's employees are found at any other location other than place of employment, they will be prohibited from working aboard the installation. Vendor/Contractor access passes must be returned to Pass and Registration, building 1637, MCB Hawaii upon expiration of the pass or termination of employment under the contract. Personnel denied an access pass might appeal in writing to the Commanding Officer, Marine Corps Base Hawaii (Attn: Provost Marshal). Denial or revocation of an access pass may be made if the applicant meets one or more of the disqualifying criminal history standards set forth in the current version of MCB Hawaii Base Order 5532, Base Security and Access Control.

8.4 DBIDS Credentials

Contractor employees shall furnish a completed copy of the SECNAV 5512/1 form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at: <https://www.cnic.navy.mil/om/dbids.html>. The Contractor may initiate the adjudication process when a background screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority. The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing:

- (1) That an employee has departed the company without having properly returned or surrendered their DBIDS credentials.
- (2) That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.

8.5 DBIDS Paper Passes

In the event that a visitor, vendor, or Contractor employee elects not to participate in DBIDS, the individual will be issued DBIDS paper pass from the Base Pass and Identification Office in order to access to the installation. The time standard for the validity of a pass to access an installation will be not more than thirty (30) days and may be further restricted based on local policy or by Federal, DOD, Navy, and CNIC guidance. The Government will not be responsible for any cost or lost time associated with obtaining paper passes or added vetting or inspections incurred by non-participants in the DBIDS credentialing process.

The Prime Contractor will follow the procedures above to request base access for new employees supporting the contract.

Base access requirements and procedures may change during the term of a contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

9. SECURITY CLEARANCE CONTRACT SECURITY REQUIREMENT PERFORMANCE STANDARD:

- 9.1 The performance standard of this section is 100% compliance to meet all the security requirements of the Federal government, Department of Defense, and MCBH as pertains to the requirements of this PWS.

10. CONTRACTOR IDENTIFICATION:

- 10.1 Contractor Personnel Appearance and Identification: The contractor's employees shall be easily recognized as contractor employees. Contractor's employees shall not have their actions construed as official

government acts. This may be accomplished by either (1) the contractor employee wearing distinctive clothing bearing the company's name, or (2) the contractor employee wearing an identification badge bearing the company's name and the employee's name, with the badge worn or attached to the employee's outer garment at all times. Clothing or badges shall be provided by the Contractor. If the Contractor is unable to obtain the employee's badge for whatever reason, the cognizant Pass and ID Office shall be notified within 24 hours. During the task order performance period, Contractors shall immediately report instances of lost or stolen badges to the issuing Pass and ID Office. The Contractor shall establish and provide dress code and grooming standards for all contract employees. This shall take into account safety aspects of services being rendered, location of deployment, and consideration of the Marine Corps high standards.

- 10.2 Contracting personnel shall identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official government acts. The Contractor shall ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the company's name in his or her email display.
- 10.3 Contractor Identification Performance Standard, see Appendix C Table 12.

11. SAFETY:

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

12. SMOKING/DRUG/ALCOHOL POLICY:

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

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

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

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

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

employment would result in a conflict of interest with the Government's standards of conduct.

- 16. PERSONNEL COMPLIANCE:** The contractor shall ensure that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the contractor shall comply with the more stringent of the directives or instructions.
- 16.1.1 Antiterrorism Level I:** It is DoD policy (DFARS 252.204-70004) that contractor personnel who, as a condition of contract performance, require routine physical access to a Federally-controlled facility or military installation are required to complete Level 1 antiterrorism training within 30 days of requiring access and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://jko.jten.mil/courses/at1/launch.html>
- 16.1.2 Combatting Trafficking in Persons:** The COR will validate that the Contractor has notified its employees of the United States Government's zero tolerance policy described in FAR Clause 52.222-50 - Combat Trafficking in Persons.
- 17. PERSONNEL REMOVAL:** Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the contractor from the responsibility for the work defined in this contract. The contractor is expected to provide support services despite personnel removal or other unforeseen condition.
- 17.1.1 Removal by Commanding Officer, MCB Hawaii** The Commanding Officer, MCB Hawaii may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to unfavorable determination, discipline, or installation security and safety.
- 17.1.2 Removal Requested by Contracting Officer (KO):** The KO may require the contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the KO that such action is necessary in the interest of the Government.
- 17.1.3 Removal by Military Police:** Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to discipline, or installation security and safety.
- 18. PERSONAL APPEARANCE:** Contractor personnel shall comply with local military commander's published dress codes.
- 19. MEETINGS AND BRIEFINGS (If applicable):**
- 19.1 Requested Meetings:** When requested by the designated government representative (DGR), the contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings. Frequency may be weekly, monthly or as otherwise required.
- 19.2 Monthly Meetings:** The contractor shall meet with the designated government representative (DGR), and

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

- 19.3 Meeting Attendees: Meeting attendees shall include contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.
- 19.4 Reporting Requirements: When the contractor is the sole representative on behalf of the Government at meetings, conferences, or trips, the contractor shall deliver a related report to the DGR within two working days after meeting completion. The report shall include identifying information, general observations and conclusions or recommended actions, and any additional information, including handouts.
- 19.5 Management and Administration: The Contracting Officer (KO) has ultimate authority for administration of this contract. The KO may delegate authority through various appointed representatives, including, but not limited to, the COR, technical assistants, one or more technical monitors, and other Government representatives associated with specific functions.

20. INTERACTION WITH OTHER ACTIVITIES: Contractor performance shall not interfere with Government work in the area where service or maintenance work is being performed. In the event the contractor believes that Government and other contractor personnel are interfering with the performance of the tasks described in this PWS, the contractor shall notify the DGR immediately. The contractor is obligated to continue performance of the effort described in this task order unless there is authorization from the KO or DGR/COR to stop work. Failure by the contractor to notify the DGR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.

21. VEHICLE AND EQUIPMENT OPERATION:

- 21.1 Privately-Owned Vehicle (POV) Permits: Contractor personnel using POVs on DoD installations shall have proper permits for entry onto the installations. All vehicles, private or contractor-owned, shall comply with the vehicle operation regulations that govern installations. All vehicles are subject to search while on DoD installations. Only licensed contractor personnel shall operate vehicles on DOD installations. Vehicles shall be operated IAW local and state laws as well as installation specific traffic regulations.
- 21.2 Privately-Owned Vehicle (POV) Parking: The contractor shall utilize on-station POV parking in authorized areas. The Government reserves the right to change parking arrangements at any time.
- 21.3 Traffic Accident Report Requirements: The contractor shall report to Base Security, within one hour, any traffic accident involving contractor personnel that occurs on base, whether in the performance of this PWS or commuting in their POVs, IAW OPNAVINST 5102.1 series, OPNAVINST 5100.23 series, and other applicable local instructions. The contractor shall supply a copy of any on-base traffic accident report to the DGR within five workdays after each occurrence. The contractor shall also provide the DGR a copy of any report of an off-base traffic accident that involves contractor personnel in the performance of this PWS within five workdays after each occurrence.
- 21.4 Fines, Fees, Point Assessment and Other Costs: The contractor shall pay all fines, fees, point assessment, and other costs associated with traffic violations or accidents that occur in the performance of work under this contract.
- 21.5 Accidents: The contractor is solely responsible for compliance of all safety regulations of employees while working on government own facilities. All accidents which may arise out of, or in connection with,

performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant COR within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract.

22. DELIVERABLES: The contractor shall submit a Staffing Plan in accordance with the Evaluation Criteria located in the solicitation. As part of the Staffing Plan, the contractor may conduct internal Quality Control (QC) inspections. Results of any contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the contractor to update/revise the Staffing Plan to ensure quality service is maintained throughout the life of the task order.

23. NON-PERSONAL SERVICE STATEMENT: Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the performance work statement. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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

25. TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE:

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

COR: CWO2 Jason Bowlen
Phone: (808) 257-3543
E-mail: jason.bowlen@usmc.mil

26. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) REQUIREMENTS:

None.

27. CONTRACTOR PERSONNEL ACCOUNTABILITY:

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

- a. Check in procedures for contractor personnel shall incorporate the most expeditious accountability with management upon the occurrence of a disaster. Contractor procedures/training shall:
- b. Provide multiple and redundant means of communication in the event normal communication means are disrupted or nonexistent;
- c. Ensure all managers, supervisors and employees understand and accomplish their personnel accountability roles and responsibilities;
- d. Ensure all reportable casualties are reported and included in personnel accountability reports;
- e. Ensure accurate baseline population counts; and,
- f. Carry out exercises, at least annually consistent with the guidance herein.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Safe Boat 01 Dual Engine Installation FFP This CLIN will cover the cost for the removal of the 2 current engines, and installation of the 2 new engines FOB: Destination PSC CD: J019	1	Job		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Safe Boat 01 Dual Engine Parts FFP This CLIN will cover the cost for any parts associated with the remomal and installation of the dual engines FOB: Destination PSC CD: J019	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Whiskey 8 Engine Installation FFP This CLIN will cover the cost for removing the current engine and installing the new engine on Whiskey 8 FOB: Destination PSC CD: J019	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Whiskey 8 Installation Parts FFP This CLIN will cover the cost of any parts associated with the removal of the current engine and installation of the new engine on Whiskey 8. FOB: Destination PSC CD: J019	1	Each		
					<hr/>
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 12-SEP-2023 TO 15-NOV-2023	N/A	MCBH - WATERFRONT OPS JASON BOWLEN WATERFRONT OPS BUILDING MCBH HI 96863 (757) 462-2465 FOB: Destination	M00318
0002	POP 12-SEP-2023 TO 15-NOV-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318

0003	POP 12-SEP-2023 TO 15-NOV-2023	N/A	MCBH - WATERFRONT OPS JASON BOWLEN MCBH KANEOHE BAY BLDG. 1372 KANEOHE BAY HI 96863 7574624265 FOB: Destination	M00318
0004	POP 12-SEP-2023 TO 15-NOV-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00318

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
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
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.222-50	Combating Trafficking in Persons	NOV 2021
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7036 Alt I	Buy American--Free Trade Agreements--Balance of Payments Program (JAN 2023) Alternate I	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333618.

(2) The small business size standard is 1,500.

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

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

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

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

(End of provision)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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

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

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

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

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

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

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

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

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

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

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.
- (k) Reserved.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

ADDENDUM TO FAR 52.212-1
ADDENDUM TO FAR PROVISION 52.212-1
INSTRUCTIONS TO OFFERORS FOR RFQ M00318-23-Q-0018

1. Offerors shall submit only one (1) offer in response to this solicitation. Therefore, the Offeror's submission should demonstrate the optimal capability in response to the requirements. Offers for the services to be provided shall be electronically submitted by e-mail and received at the following location by **18 Aug 2023, 12:00 PM HAWAII STANDARD TIME (HST)**;
- Commanding Officer, Marine Corps Base Hawaii**

Attn: Sgt Rochester, Boo C.
 Regional Contracting Office Hawaii
 2nd Street, Building 209
 MCBH Kaneohe Bay, HI 96863-3063
 (808) 257-1341

Offerors are advised that proposals sent by express mail service may not be routed directly to the above address. Therefore, the possibility that a proposal will not comply with the stated closing date/time exists; in such case the proposal will be considered a "late submission." The physical address specified above should be utilized for delivery in person and mailing by an express mail service such as FedEx and UPS. Offerors are further advised that proposals sent electronically (Email) are responsible to ensure that their submittals are received by the date and time specified. Offerors should verify that their proposals are received prior to the date and time specified.

2. Question and Answer Period: Questions must be submitted via email to Sgt Rochester at boo.c.rochester@usmc.mil by 12:00 PM on 14 August 2023. Any questions received after this time will not be answered in order to preserve fair competition among vendors. Once this deadline has passed, answers to all submitted questions will be distributed amongst all interested vendors.

3. Offerors shall submit the following with their proposal:

(a) Information that demonstrates the vendor's ability to perform the services in accordance with the requirement of the Performance Work Statement within the required period of performance.

(b) **M00318-23-Q-0018 Contract Line Item Numbers (CLINs).** All CLINs shall be filled out with firm-fixed price for each line item in accordance with the requirements of the Performance Work Statement to include unit price and total amount for each line item.

(c) Completed SF1449 to include:

(i) Completed Representations and Certifications: The following **representations and certifications must be completed and returned as part of the vendor's quote:**

FAR 52.212-3, Offeror Representations and Certifications – Commercial Items. (Note, 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>)

DFARS provision 252.204-7016 Covered Defense Telecommunications Equipment or Service--Representations.
 (End of Clause)

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

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

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are . (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

ADDENDUM to FAR 52.212-2, Evaluation – Commercial Items

BASIS FOR AWARD: The Government will award a Firm Fixed Price award resulting from this solicitation to the responsible and responsive quoter whose quote, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered.

EVALUATION PROCESS: The evaluation will proceed as follows:

- Step 1 – The Contracting Officer will review offers to determine if each quoter has submitted a responsive quote. To be responsive, quoters must submit all the documentation identified on the ADDENDUM to FAR 52.212-1 paragraph 3. A quote may be eliminated from the competition without further consideration if it does not meet the responsiveness requirements.
- Step 2 – Responsive quotes will be Technically evaluated.
- Step 3 – The technically acceptable quotes will be evaluated for price and will be determined to be fair and reasonable using one or more of the techniques set forth in FAR 15.404-1(b)(2).
- Step 4 – Technically acceptable quotes with prices determined to be fair and reasonable will be evaluated for Past Performance IAW Factor 3 below.

EVALUATION: Award will be made on the evaluation of quotes received in response to this RFQ. Therefore, Quoter's are cautioned to ensure that quotes contain your best terms from a technical and price standpoint. The following factors will be used to evaluate quotes:

Factor 1: Technical;

The Government's technical evaluation team will evaluate responses to determine if they are technically acceptable or technically unacceptable (price excluded). In order to be considered technically acceptable, the response for each technical subfactor must be determined acceptable. Failure to meet the technical criteria will render the response to be technically unacceptable and will not be considered further for award.

Acceptable	Based on the quote, the Government determined the quoter is able to meet the salient characteristics for ALL CLINS and SUBCLINS
Unacceptable	Based on the quote, the Government determined the quoter is not able to meet the salient characteristics for ALL CLINS and SUBCLINS

Factor 2: Price

Quotes found to be technically acceptable will be evaluated for price. The total evaluated price will include the sum of the quoter's price for each CLIN and will be evaluated for reasonableness and completeness in accordance with (IAW) FAR 13.106-3(a).

Factor 3: Past Performance

Past performance will be evaluated on the responsive, technically acceptable quote with the lowest evaluated price and will be evaluated on an acceptable/unacceptable basis. If that quote receives an acceptable Past Performance rating then that quote is considered the best value to the Government.

If an Quoter does not have a record of relevant past performance history, the quoter will not be evaluated favorably or unfavorably for its past performance record.

Acceptable	Based on the quoter's performance record, the Government has a reasonable expectation that the quoter will successfully perform the required effort, or the quoter's performance record is unknown.
Unacceptable	Based on the quoter's performance record, the Government does not have a reasonable expectation that the quoter will be able to successfully perform the required effort.

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 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. 3805 note)).

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

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

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

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

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

___ (5) [Reserved]

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

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

X (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (11) [Reserved]

___ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (13) 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).

___ (14) [Reserved]

X (15)(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.

___ (16)(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.

___ (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (18)(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.

- ____ (19) (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.
- ____ (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ____ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- X (23) (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.
- ____ (24) 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)).
- ____ (25) 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)).
- ____ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- X (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- X (33)(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.
- ____ (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (36)(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).
- ____ (37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (38)(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.)

____ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (41)(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.

____ (42)(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.

____ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

____ (49) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

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

____ (50)(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.

____ (51) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 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).

____ (53) 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).

____ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (57) 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).

____ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

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

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

____ (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).

____ (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) (E.O. 13658).

_____ (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) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 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.

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

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

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

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

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

(xii) 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.

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

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

_____ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 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.)

(xvi) 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)

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) 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).

(xxii) 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.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

52.219-32 ORDERS ISSUED DIRECTLY UNDER SMALL BUSINESS RESERVES (MAR 2020)

(a) Applicability. This clause applies only to contracts that were reserved for any of the small business concerns identified at 19.000(a)(3).

(b) If there is only one contract award to any one type of small business concern identified in 19.000(a)(3) as a result of the reserve, the Contracting Officer may issue an order or orders directly to the concern.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021)

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

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to--

(i) Contracts that have been awarded pursuant to a set-aside, in total or in part, for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(iii) Orders expected to exceed the simplified acquisition threshold and that are--

(A) Set aside for small business under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to a small business concern under multiple-award contracts as described in 19.504(c)(1)(ii);

(iv) Orders, regardless of dollar value, that are--

(A) Set aside in accordance with subparts 19.8, 19.13, 19.14, and 19.15 under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, and 19.15 under multiple-award contracts as described in 19.504(c)(1)(ii); and

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) Requirements.

(1) The Contractor shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign

Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements--Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall--

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be--

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES --
REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

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

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

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

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

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

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

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

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

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

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

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

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

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

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

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

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

(3) Accessibility.

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

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

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

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 2023)

(a) Definitions.

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

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

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

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

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

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

(1) Consists of--

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

(ii) A thorough document review;

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

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

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

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

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

(ii) A thorough document review; and

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

(2) Results in a confidence level of "Medium" in the resulting score.

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

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the

Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

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

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
 - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
 - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
 - (v) Date and level of the assessment, i.e., medium or high.
 - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
 - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.
- (f) Accessibility.
- (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
 - (2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
 - (3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through

the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

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

(End of clause)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

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

Item risk means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

Price risk means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

Supplier risk means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at <https://picc.eb.mil/>, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at <https://www.sprs.csd.disa.mil/reference.htm>. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

252.215-7015 PROGRAM SHOULD-COST REVIEW (NOV 2019)

(a) The Government has the right to perform a program should-cost review, as described in Federal Acquisition Regulation (FAR) 15.407-4(b). The review may be conducted in support of a particular contract proposal or during contract performance to find opportunities to reduce program costs. The Government will communicate the elements of the proposed should-cost review to the prime contractor (Pub. L. 115-91).

(b) If the Government performs a program should-cost review, upon the Government's request, the Contractor shall provide access to accurate and complete cost data and Contractor facilities and personnel necessary to permit the Government to perform the program should-cost review.

(c) The Government has the right to use third-party experts to supplement the program should-cost review team. The Contractor shall provide access to the Contractor's facilities and information necessary to support the program should-cost review to any third-party experts who have signed non-disclosure agreements in accordance with the FAR 52.203-16.

(End of clause)

252.225-7053 REPRESENTATION REGARDING PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (AUG 2021)

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

Covered military installation means a military installation in Europe identified by DoD as a main operating base.

Furnished energy means energy furnished to a covered military installation in any form and for any purpose, including heating, cooling, and electricity.

Main operating base means a facility outside the United States and its territories with permanently stationed operating forces and robust infrastructure.

(b) Prohibition. In accordance with section 2821 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracts for the acquisition of furnished energy for a covered military installation shall not use any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation, unless a waiver is approved. The prohibition--

- (1) Applies to all forms of energy that are furnished to a covered military installation; and
- (2) Does not apply to energy converted by a third party into another form of energy and not directly delivered to a covered military installation.
- (c) Representation. By submission of its offer, the Offeror represents that the Offeror will not use or provide any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
- (End of provision)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

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

Agency or instrumentality of the government of Venezuela, business operations, government of Venezuela, and person have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

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

- (c) Representation. By submission of its offer, the Offeror represents that the Offeror is a person that--

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

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION - REPRESENTATION (JUN 2023)

- (a) Definitions. Forced labor and XUAR, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.
- (b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on certain procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.
- (c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

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

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

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

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

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

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

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

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

_____ Combo _____

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

_____ N/A _____

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0871
Issue By DoDAAC	M00318
Admin DoDAAC**	M00318
Inspect By DoDAAC	M00318
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	M00318
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

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

NOT APPLICABLE

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

(End of clause)

252.232-7015 PERFORMANCE-BASED PAYMENTS--REPRESENTATION (DEC 2022)

(a) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(b) The Offeror represents that its financial statements are [] are not [] in compliance with Generally Accepted Accounting Principles.

(End of provision)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5689
Daniel W. Simms Division of | Revision No.: 20
Director Wage Determinations | Date Of Last Revision: 07/17/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: American Samoa, Hawaii, Johnston Island

Area: American Samoa Statewide

Hawaii County of Honolulu

Johnston Island Statewide OCCUPATION

NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

Fringe Benefits Required Follow the Occupational Listing		OCCUPATION CODE - TITLE
FOOTNOTE	RATE	
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	17.99	
01012 - Accounting Clerk II	20.19	
01013 - Accounting Clerk III	22.59	
01020 - Administrative Assistant	36.16	
01035 - Court Reporter	22.50	
01041 - Customer Service Representative I	15.07***	
01042 - Customer Service Representative II	16.44	
01043 - Customer Service Representative III	18.47	
01051 - Data Entry Operator I	16.89	
01052 - Data Entry Operator II	18.42	
01060 - Dispatcher, Motor Vehicle	22.50	
01070 - Document Preparation Clerk	18.25	
01090 - Duplicating Machine Operator	18.25	
01111 - General Clerk I	15.13***	
01112 - General Clerk II	16.51	
01113 - General Clerk III	18.54	
01120 - Housing Referral Assistant	24.92	
01141 - Messenger Courier	18.08	
01191 - Order Clerk I	16.59	

01192 - Order Clerk II	18.10	
01261 - Personnel Assistant (Employment) I		18.49
01262 - Personnel Assistant (Employment) II		20.68
01263 - Personnel Assistant (Employment) III		23.05
01270 - Production Control Clerk	27.85	
01290 - Rental Clerk	18.55	
01300 - Scheduler, Maintenance	19.98	
01311 - Secretary I	19.98	
01312 - Secretary II	22.36	
01313 - Secretary III	24.92	
01320 - Service Order Dispatcher	20.10	
01410 - Supply Technician	36.16	
01420 - Survey Worker	22.58	
01460 - Switchboard Operator/Receptionist		17.56
01531 - Travel Clerk I	19.60	
01532 - Travel Clerk II	21.18	
01533 - Travel Clerk III	22.70	
01611 - Word Processor I	16.18***	
01612 - Word Processor II	18.17	
01613 - Word Processor III	20.32	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.31
05010 - Automotive Electrician	25.13	
05040 - Automotive Glass Installer	23.51	
05070 - Automotive Worker	23.51	
05110 - Mobile Equipment Servicer	20.16	
05130 - Motor Equipment Metal Mechanic	26.76	
05160 - Motor Equipment Metal Worker	23.51	
05190 - Motor Vehicle Mechanic	26.76	
05220 - Motor Vehicle Mechanic Helper	18.46	
05250 - Motor Vehicle Upholstery Worker	21.87	
05280 - Motor Vehicle Wrecker	23.51	
05310 - Painter, Automotive	25.13	
05340 - Radiator Repair Specialist	23.51	
05370 - Tire Repairer	20.00	
05400 - Transmission Repair Specialist		26.76
07000 - Food Preparation And Service Occupations		
07010 - Baker	17.44	
07041 - Cook I	19.74	
07042 - Cook II	23.01	
07070 - Dishwasher	13.98***	
07130 - Food Service Worker	16.20	
07210 - Meat Cutter	23.22	
07260 - Waiter/Waitress	19.34	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	24.00	
09040 - Furniture Handler	15.12***	
09080 - Furniture Refinisher	24.93	
09090 - Furniture Refinisher Helper	18.31	
09110 - Furniture Repairer, Minor	21.70	
09130 - Upholsterer	24.83	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	14.50***	11060 - Elevator Operator
15.74***		
11090 - Gardener	23.62	

11122 - Housekeeping Aide	15.74***	
11150 - Janitor	15.74***	
11210 - Laborer, Grounds Maintenance		17.85
11240 - Maid or Houseman		23.96
11260 - Pruner	15.97***	
11270 - Tractor Operator	21.62	
11330 - Trail Maintenance Worker		17.85
11360 - Window Cleaner		17.58
12000 - Health Occupations		
12010 - Ambulance Driver		28.19
12011 - Breath Alcohol Technician		28.19
12012 - Certified Occupational Therapist Assistant		31.99
12015 - Certified Physical Therapist Assistant		29.86
12020 - Dental Assistant	18.52	
12025 - Dental Hygienist	41.87	
12030 - EKG Technician	37.33	
12035 - Electroneurodiagnostic Technologist		37.33
12040 - Emergency Medical Technician		28.19
12071 - Licensed Practical Nurse I		22.01
12072 - Licensed Practical Nurse II		24.62
12073 - Licensed Practical Nurse III		27.45
12100 - Medical Assistant	20.93	
12130 - Medical Laboratory Technician		30.87
12160 - Medical Record Clerk		24.39
12190 - Medical Record Technician		27.27
12195 - Medical Transcriptionist		21.95
12210 - Nuclear Medicine Technologist		53.77
12221 - Nursing Assistant I	13.27***	
12222 - Nursing Assistant II	14.91***	
12223 - Nursing Assistant III		16.27
12224 - Nursing Assistant IV		18.28
12235 - Optical Dispenser		26.55
12236 - Optical Technician		22.01
12250 - Pharmacy Technician		20.15
12280 - Phlebotomist	22.01	
12305 - Radiologic Technologist		46.08
12311 - Registered Nurse I		34.43
12312 - Registered Nurse II		42.11
12313 - Registered Nurse II, Specialist		42.11
12314 - Registered Nurse III		50.94
12315 - Registered Nurse III, Anesthetist		50.94
12316 - Registered Nurse IV		61.07
12317 - Scheduler (Drug and Alcohol Testing)		34.93
12320 - Substance Abuse Treatment Counselor		27.68
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		25.41
13012 - Exhibits Specialist II		31.48
13013 - Exhibits Specialist III		38.50
13041 - Illustrator I	25.27	
13042 - Illustrator II	31.29	
13043 - Illustrator III	38.28	
13047 - Librarian	34.86	
13050 - Library Aide/Clerk		17.87
13054 - Library Information Technology Systems Administrator		31.48

13058 - Library Technician	23.21
13061 - Media Specialist I	22.72
13062 - Media Specialist II	25.41
13063 - Media Specialist III	28.32
13071 - Photographer I	18.54
13072 - Photographer II	20.73
13073 - Photographer III	25.69
13074 - Photographer IV	31.42
13075 - Photographer V	38.01
13090 - Technical Order Library Clerk	22.44
13110 - Video Teleconference Technician	29.86
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.22
14042 - Computer Operator II	23.74
14043 - Computer Operator III	27.59
14044 - Computer Operator IV	30.02
14045 - Computer Operator V	33.22
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	21.22
14160 - Personal Computer Support Technician	30.02
14170 - System Support Specialist	35.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.65
15020 - Aircrew Training Devices Instructor (Rated)	39.50
15030 - Air Crew Training Devices Instructor (Pilot)	47.35
15050 - Computer Based Training Specialist / Instructor	32.65
15060 - Educational Technologist	34.63
15070 - Flight Instructor (Pilot)	47.35
15080 - Graphic Artist	27.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.35
15086 - Maintenance Test Pilot, Rotary Wing	47.35
15088 - Non-Maintenance Test/Co-Pilot	47.35
15090 - Technical Instructor	26.31
15095 - Technical Instructor/Course Developer	32.17
15110 - Test Proctor	21.23
15120 - Tutor	21.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.88***
16030 - Counter Attendant	13.88***
16040 - Dry Cleaner	17.17
16070 - Finisher, Flatwork, Machine	13.88***
16090 - Presser, Hand	13.88***
16110 - Presser, Machine, Drycleaning	13.88***
16130 - Presser, Machine, Shirts	13.88***
16160 - Presser, Machine, Wearing Apparel, Laundry	13.88***
16190 - Sewing Machine Operator	18.27
16220 - Tailor	19.25
16250 - Washer, Machine	14.99***
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	36.55	
19040 - Tool And Die Maker	45.95	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	29.18	
21030 - Material Coordinator	27.85	
21040 - Material Expediter	27.85	
21050 - Material Handling Laborer	18.27	
21071 - Order Filler	16.67	
21080 - Production Line Worker (Food Processing)	29.18	
21110 - Shipping Packer	18.98	
21130 - Shipping/Receiving Clerk	18.98	
21140 - Store Worker I	15.83***	
21150 - Stock Clerk	22.26	
21210 - Tools And Parts Attendant	29.18	
21410 - Warehouse Specialist	29.18	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	39.92	
23019 - Aircraft Logs and Records Technician	30.69	23021 - Aircraft Mechanic I
37.54		
23022 - Aircraft Mechanic II	39.92	
23023 - Aircraft Mechanic III	42.27	
23040 - Aircraft Mechanic Helper	25.89	
23050 - Aircraft, Painter	35.27	
23060 - Aircraft Servicer	30.69	
23070 - Aircraft Survival Flight Equipment Technician	35.27	
23080 - Aircraft Worker	32.98	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	32.98	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.54	
23110 - Appliance Mechanic	28.85	
23120 - Bicycle Repairer	29.33	
23125 - Cable Splicer	53.71	
23130 - Carpenter, Maintenance	40.26	
23140 - Carpet Layer	34.72	
23160 - Electrician, Maintenance	41.71	
23181 - Electronics Technician Maintenance I	33.38	
23182 - Electronics Technician Maintenance II	35.69	
23183 - Electronics Technician Maintenance III	38.00	
23260 - Fabric Worker	31.81	
23290 - Fire Alarm System Mechanic	24.13	
23310 - Fire Extinguisher Repairer	29.33	
23311 - Fuel Distribution System Mechanic	41.75	
23312 - Fuel Distribution System Operator	31.46	
23370 - General Maintenance Worker	23.83	
23380 - Ground Support Equipment Mechanic	37.54	
23381 - Ground Support Equipment Servicer	30.69	
23382 - Ground Support Equipment Worker	32.98	
23391 - Gunsmith I	29.33	
23392 - Gunsmith II	34.18	
23393 - Gunsmith III	38.91	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	31.85	
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	33.88	

23430 - Heavy Equipment Mechanic	38.65	
23440 - Heavy Equipment Operator	49.40	
23460 - Instrument Mechanic	38.91	
23465 - Laboratory/Shelter Mechanic	36.55	
23470 - Laborer	18.27	
23510 - Locksmith	32.16	
23530 - Machinery Maintenance Mechanic	38.94	
23550 - Machinist, Maintenance	34.35	
23580 - Maintenance Trades Helper	22.65	
23591 - Metrology Technician I	38.91	
23592 - Metrology Technician II	41.39	
23593 - Metrology Technician III	43.82	
23640 - Millwright	38.91	
23710 - Office Appliance Repairer	22.58	
23760 - Painter, Maintenance	29.61	
23790 - Pipefitter, Maintenance	36.72	
23810 - Plumber, Maintenance	34.49	
23820 - Pneudraulic Systems Mechanic	38.91	
23850 - Rigger	34.66	
23870 - Scale Mechanic	34.18	
23890 - Sheet-Metal Worker, Maintenance	41.36	
23910 - Small Engine Mechanic	25.71	
23931 - Telecommunications Mechanic I	33.46	
23932 - Telecommunications Mechanic II	35.57	
23950 - Telephone Lineman	38.66	
23960 - Welder, Combination, Maintenance	34.35	
23965 - Well Driller	38.91	
23970 - Woodcraft Worker	38.91	23980 - Woodworker
29.33		
24000 - Personal Needs Occupations		
24550 - Case Manager	17.90	
24570 - Child Care Attendant	14.65***	
24580 - Child Care Center Clerk	18.26	
24610 - Chore Aide	15.42***	
24620 - Family Readiness And Support Services Coordinator	17.90	
24630 - Homemaker	20.11	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	34.94	
25040 - Sewage Plant Operator	31.93	
25070 - Stationary Engineer	34.94	
25190 - Ventilation Equipment Tender	24.10	
25210 - Water Treatment Plant Operator	31.93	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	24.55	
27007 - Baggage Inspector	17.59	
27008 - Corrections Officer	32.24	
27010 - Court Security Officer	32.24	
27030 - Detection Dog Handler	19.68	
27040 - Detention Officer	32.24	
27070 - Firefighter	32.24	
27101 - Guard I	17.59	
27102 - Guard II	19.68	
27131 - Police Officer I	37.23	
27132 - Police Officer II	41.39	

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.08
28042 - Carnival Equipment Repairer	19.75
28043 - Carnival Worker	13.35***
28210 - Gate Attendant/Gate Tender	19.22
28310 - Lifeguard	24.53
28350 - Park Attendant (Aide)	21.48
28510 - Recreation Aide/Health Facility Attendant	15.79***
28515 - Recreation Specialist	26.62
28630 - Sports Official	17.10
28690 - Swimming Pool Operator	
23.02	
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	
29020 - Hatch Tender	
29030 - Line Handler	
29041 - Stevedore I	
29042 - Stevedore II	
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.79
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.88
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.01
30021 - Archeological Technician I	19.16
30022 - Archeological Technician II	21.43
30023 - Archeological Technician III	26.56
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	29.57
30051 - Cryogenic Technician I	29.41
30052 - Cryogenic Technician II	32.48
30061 - Drafter/CAD Operator I	19.16
30062 - Drafter/CAD Operator II	21.43
30063 - Drafter/CAD Operator III	23.89
30064 - Drafter/CAD Operator IV	29.41
30081 - Engineering Technician I	17.91
30082 - Engineering Technician II	20.11
30083 - Engineering Technician III	22.50
30084 - Engineering Technician IV	29.74
30085 - Engineering Technician V	34.09
30086 - Engineering Technician VI	41.24
30090 - Environmental Technician	
28.13	
30095 - Evidence Control Specialist	26.56
30210 - Laboratory Technician	29.24
30221 - Latent Fingerprint Technician I	29.41
30222 - Latent Fingerprint Technician II	32.48
30240 - Mathematical Technician	28.36
30361 - Paralegal/Legal Assistant I	22.54
30362 - Paralegal/Legal Assistant II	27.92
30363 - Paralegal/Legal Assistant III	34.16
30364 - Paralegal/Legal Assistant IV	41.33
30375 - Petroleum Supply Specialist	32.48
30390 - Photo-Optics Technician	26.56
30395 - Radiation Control Technician	32.48
30461 - Technical Writer I	26.56
30462 - Technical Writer II	32.48
30463 - Technical Writer III	39.30
30491 - Unexploded Ordnance (UXO) Technician I	28.47

30492	- Unexploded Ordnance (UXO) Technician II	34.44
30493	- Unexploded Ordnance (UXO) Technician III	41.28
30494	- Unexploded (UXO) Safety Escort	28.47
30495	- Unexploded (UXO) Sweep Personnel	28.47
30501	- Weather Forecaster I	29.41
30502	- Weather Forecaster II	35.77
30620	- Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.89
30621	- Weather Observer, Senior	(see 2) 26.56
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	34.44
31020	- Bus Aide	21.32
31030	- Bus Driver	30.61
31043	- Driver Courier	17.02
31260	- Parking and Lot Attendant	13.37***
31290	- Shuttle Bus Driver	16.75
31310	- Taxi Driver	15.59***
31361	- Truckdriver, Light	18.59
31362	- Truckdriver, Medium	20.16
31363	- Truckdriver, Heavy	24.19
31364	- Truckdriver, Tractor-Trailer	24.19
99000	- Miscellaneous Occupations	
99020	- Cabin Safety Specialist	16.79
99030	- Cashier	14.12***
99050	- Desk Clerk	26.14
99095	- Embalmer	24.89
99130	- Flight Follower	28.47
0	- Laboratory Animal Caretaker I	18.05
1	- Laboratory Animal Caretaker II	19.72
99260	- Marketing Analyst	29.31
99310	- Mortician	24.89
99410	- Pest Controller	19.04
99510	- Photofinishing Worker	14.96***
0	- Recycling Laborer	28.99
1	- Recycling Specialist	35.11
99730	- Refuse Collector	25.94
99810	- Sales Clerk	15.62***
99820	- School Crossing Guard	17.45
0	- Survey Party Chief	33.13
1	- Surveying Aide	18.11
2	- Surveying Technician	24.82
0	- Vending Machine Attendant	15.35***
1	- Vending Machine Repairer	19.51
2	- Vending Machine Repairer Helper	15.35*****

Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1,

2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$2.15 per hour, up to 40 hours per week, or \$86.00 per week, or \$372.67 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.98 per hour, up to 40 hours per week. HEALTH & WELFARE (Hawaii) EO 13706: \$1.74 per hour up to 40 hours per week, or \$69.

60 per week, or \$301.60 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.57 per hour, up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer

Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance

Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ** Conformance**

Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees

(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."