

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 78	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W51AA 123R0003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHERYL A SAYLOCK				b. TELEPHONE NUMBER (No Collect Calls) 570-615-7517	
8. OFFER DUE DATE/LOCAL TIME 03:00 PM 23 Aug 2023		9. ISSUED BY ACC-APG TOBYHANNA DIVISION 11 HAP ARNOLD BLVD TOBYHANNA PA 18466 TEL: FAX:		CODE W51AA1		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561621 SIZE STANDARD: \$25,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE BELOW FOR SEPARATE SHIPPING INSTRUCTIONS XXX XXX PA 00000 TEL: FAX:		CODE W25G1V		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.		CODE		CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	
		SEE SCHEDULE				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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
 RECEIVED INSPECTED 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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

ADDENDUM

1. This requirement is solicited as a sole source requirement under the statutory authority 41 United States Code 1901 as implemented in Federal Acquisition Regulation (FAR) 13.501(a)(1)(ii), sole source (including brand name) under the authority of the simplified procedures for certain commercial items. The Army Contracting Command, APG, Tobyhanna Division, Tobyhanna, PA 18466, intends to solicit and award a hybrid firm fixed-price (FFP) and time and materials (T&M) services contract with DAQ Electronics Value Added Resellers (VARs).

2. Counterfeit, aftermarket or grey market items for necessary supplies will not be accepted.

3. Parties interested in responding to this Request for Proposal (RFP) shall complete a standard form (SF) 1449 <http://www.forms.gov>, blocks 5, 12, 17a, 17b, 19 thru 24, 30a, and 30b; and 30c. The offer must be signed by a company official authorized to contractually bind the company.

4. AWARD EVALUATION AND BASIS FOR AWARD: Award will be Best Value to the Government using a Trade-off process for Technical, Past Performance and Price. Offerors are cautioned that any award may not necessarily be made to the lowest offered price. Proposals shall be submitted and award made by the Government on an all or none basis. Therefore, proposals are solicited on that basis only.

5. TYPE OF CONTRACT: Any resultant award will be a Hybrid contract with Firm-Fixed Price (FFP) and Time & Materials (T&M) Contract Line Items (CLINs). All approved repair work will be invoiced against the T&M line item at the single, fully loaded labor rate, proposed in Attachment 1 - Pricing Worksheet with all material (with the exception of items listed in Attachment 2, Equipment list) provided at cost (exclusive of profit, fee, or other indirect costs). Any resultant award will be a single award only.

6. QUESTIONS: Offerors are advised to submit any questions regarding this Solicitation in writing as soon as practical but no later than seven (7) calendar days prior to Solicitation response date. Answers will be consolidated and posted to www.sam.gov *only* in the form of Questions and Answers or, if required, an Amendment to the Solicitation. Questions received after this time may not be answered.

7. PROPOSAL SUBMISSION: Proposal, along with all Proposal Requirements noted below, must be emailed to cheryl.a.saylock.civ@army.mil by the closing date/time. If the Contracting Officer determines that the number of proposals received exceed the number at which an efficient comparison can be conducted, the Contracting Officer may limit or otherwise down select the number of proposals to be compared to the greatest number that will permit an efficient and timely comparison among the lowest priced quotes. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

8. Offerors submitting a proposal MUST contact the contract specialist identified above to confirm their complete proposal has been received before the closing time listed on Page 1, block 8, of Solicitation. The Government is not responsible for any proposal that was not received in the contract specialist's email Inbox identified above by the time and date specified for receipt of offers, to include any type of firewall delays. Offerors are advised to transmit their complete proposal in enough time to ensure it is received in the contract specialist's email Inbox identified above by the time and date specified for receipt of proposals. Proposals or parts of proposals received after the time and date specified for receipt of proposals will be considered Late.

9. Any Offeror with active exclusion records will not be evaluated and will not be considered for contract award.

10. Offerors shall not submit any assumptions, terms, conditions, caveats, or exceptions with proposals. All concerns shall be addressed and resolved by submitting questions by the date specified in this RFP. No assumptions, terms, conditions, caveats, or exceptions submitted with proposals in response to RFPs will be accepted or incorporated into the awarded contract.

11. As stated in the Performance Work Statement (PWS), Part 1, Paragraph 1.16, Special Qualifications and FAR 52.212-2 Evaluation – Commercial Items, proposals must include evidence of licensing/certification from DAQ Electronics and a Response Plan to satisfy 4 hour response.

12. Any amendments issued to this solicitation will be synopsisized in the same manner as this solicitation. All offerors are advised to acknowledge all amendments issued to the solicitation with their proposal by signing and including one copy of the amendment with their proposal.

13. The Government is not responsible for any costs incurred for contractor's time or materials expended in preparing a proposal for this solicitation.

14. The Offeror shall complete the pricing spreadsheet titled "Attachment 1 - Offeror's Proposed Pricing Worksheet". Pricing not submitted utilizing Attachment 1 –Offeror's Proposed Pricing Worksheet, may not be considered.

15. The minimum acceptable acceptance period for offers is ninety (90) days from the date specified in Block 8 on Page 1 of the SF1449.

16. Department of Labor (DOL) Service Contract Act Wage Determination #2015-5797 Rev 23 dated 6-30-2023 is incorporated into the solicitation (Attachment 6).

17. To be eligible for award, Offerors, including all subcontractors, must possess at time of proposal submission, a Secret Facility Security Clearance required in the Department of Defense Contract Security Classification Specification DD Form 254 (Attachment 4).

18. Offeror shall submit Attachment 5, Contract Facility Security Clearance, with their proposal as a separate document.

19. Offeror shall submit their cognizant Defense Contract Audit Agency (DCAA) Field Audit Office address (FAO) and DoD Activity Address Code (DoDAAC) with proposal (<https://fao.dcaa.mil/locator>).

20. RFP ATTACHMENTS:

Attachment 1 – Offeror’s Proposed Pricing Worksheet

Attachment 2 – Equipment Price List

Attachment 3 – Quality Assurance Surveillance Plan (QASP)

Attachment 4 – Department of Defense Contract Security Classification Specification, DD Form 254

Attachment 5 - Contract Facility Security Clearance

Attachment 6 – Wage Determination

Attachment 7 – Redacted Limited Source Justification (LSJ)

21. PROPOSAL SUBMISSIONS:

A. Contractor Proposal

B. Signed SF1449 (# 3 above)

C. Three (3) Past Performance References (FAR 52.212-2)

D. All Signed Amendments (#9 above)

E. Offeror’s submitted Offeror’s Proposed Pricing Worksheet (Attachment 1)

F. Contract Facility Security Clearance (Attachment 5)

G. Equipment Price List (Attachment 2)

H. Licensing/Certification and Response Plan (FAR 52.212-2)

I. DCAA FAO & DoDAAC (#16 above)

22. 508 COMPLIANCE

Offeror must also meet the applicable accessibility standards at 36 CFR part 1194 per FAR 39.2, Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194). Information may be found at the following websites:

Section 508. <http://www.section508.gov>

Section 508 – Electronic and Information Technology. 21 December 2000, <http://www.usdoj.gov/crt/508/508law.pdf>

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK
STATEMENT (PWS)**

**ICIDS V MAINTENANCE AND REPAIR
SERVICE**

Tobyhanna Army Depot

PART I

General Information

1. **General:** This is a non-personal services contract to provide Routine/Emergency Service and Maintenance required to maintain all components of the Integrated Commercial Intrusion Detection System version V (ICIDS V) at Tobyhanna Army Depot (TYAD). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.
 - 1.1. **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform maintenance, repair, replacement, removal and the installation of ICIDS V compliant alarm equipment throughout 56 zones (see Paragraph 1.3). No Government furnished property/equipment will be provided in this requirement. Examples of components include, but are not limited to, all software, sensing devices, annunciators, batteries and all associated equipment necessary to make a complete and useable system to meet all security requirements of Tobyhanna Army Depot as defined in this Performance Work Statement. The contractor shall perform to the standards stated.
 - 1.2. **Background:** The ICIDS V is an Integrated Commercial Intrusion Detection System that includes, but is not limited to, one or all of the following intrusion detection components; DAQ Electronics LLC, StarWatch Security Management Solution (SMS), Remote Area Data Controller (RADC), Balance Magnetic Sensor (BMS), Passive Infrared (PIR), fence sensor, vibration sensors, and duress switches. Any components to be installed will be fully compatible with the current installation Risk Management Framework (RMF) and DAQ StarWatch SMS architecture and is currently the Department of Army's Integrated Commercial Intrusion Detection System (ICIDS) V system of record, manufactured by DAQ Electronics LLC, <http://www.daq.net/products/starwatch-sms/>, DAQ Electronics, Piscataway Corporate Center, 262B Old New Brunswick Road, Piscataway, NJ 08854 USA. An Intrusion Detection System provides early warning of an intruder; precludes unauthorized entry; and prevents the introduction of harmful devices, materiel, and components. If vulnerable activities are not protected by IDS, Arms Rooms and SCIFs would have to provide armed guards for their areas.
 - 1.3. **Objectives:** The objective of this contract is to provide service and preventive maintenance for all ICIDS systems at TYAD in order to be sustained in a fully operational state. **Currently there are 56 ICIDS zones at TYAD. An additional two ICIDS zones, currently under warranty, will be added when/if Option year One and Option Year Two are exercised. Total ICIDS zones will be 58. Contractor shall provide pricing on Atch 1, Offeror's Proposed Pricing Worksheet.**
 - 1.4. **Scope:** Perform inspections, maintenance, routine testing, installation, and

repair/emergency repair on all components of the ICIDS Intrusion Detection Systems at Tobyhanna Army Depot. Contractor shall be able to provide, install, commission, and test ICIDS compliant hardware.

- 1.5. **Period of Performance:** The period of performance shall be for a Base Period of 12 months and two (2) option periods of 12 months.
Base Period
Option Year 1
Option Year 2
- 1.6. **Quality Control.** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they ensure work complies with the requirement of the contract. The contractor shall use its own internal quality control processes to ensure services are performed in accordance with commonly accepted commercial practices and this PWS. The contractor shall inform the COR after the quality control checks are completed, which shall be done at least once per month and the COR shall verify the quality control check. The contractor shall also provide the CO and the COR with a finalized Quality Control Plan (QCP) within 30 days of award. After acceptance of the QCP the contractor shall receive the contracting officer's acceptance in writing of any proposed change to the Quality Control system.
- 1.7. **Quality Assurance:** The government shall evaluate the contractor's performance under this contract in accordance with the Atch 3, Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- 1.8. **Rejection of Work:** Indication of lack of quality workmanship on the part of the contractor shall be sufficient grounds for the Government to reject installed work and to require its immediate removal and complete reinstallation at no additional cost to the Government.
- 1.9. **Recognized Holidays:** The contractor is not required to perform services on holidays except where special security requirements are concerned.

New Year's Day: January 1st
Martin Luther King Jr.'s Birthday: Third
Monday in January President's Day: Third
Monday in February
Memorial Day: Last
Monday in May
Juneteenth: June 19th
Independence Day: July 4th
Labor Day: First
Monday in September
Columbus Day:
Second Monday in
October Veteran's Day:
November 11th
Thanksgiving Day: Fourth
Thursday in November Christmas
Day: December 25th

- 1.10. Hours of Operation:** The contractor is responsible for conducting business, between the hours of 7:00 AM and 4:30 PM Eastern Time Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Any calls made during any other period will be considered "Off Hours" for T&M billing purposes.
- 1.11. Place of Performance:** The work to be performed under this contract will be performed at Tobyhanna Army Depot.
- 1.12. Type of Contract:** The government will award a hybrid contract with firm fixed price CLIN and T&M/Labor Hour CLINs.
- 1.13. Security Requirements:** A DD Form 254, Department of Defense Contract Security Classification Specification is attached (Atch 4). A Secret Facility Security Clearance is required for contractor, all subcontractors, if applicable, and technician(s). Offerors shall submit Atch 5, Contract Facility Security Clearance with their proposal as a separate document titled "'ContractorName'SecurityClearance.docx". Contractor personnel performing work under this contract must have Anti-Terrorism, iWatch and OPSEC training completed prior to performing work on site and must maintain the level of security required for the life of the contract. See Part V Security.
- 1.14. Contractor Personnel:** The contractor shall identify to the Contracting Officer (KO) and Contracting Officer Representative (COR), in writing, a point of contact (POC) and an alternate that have full authority to act on behalf of the contractor on all operational aspects of the contract within seven (7) calendar days of award. The written notification shall be signed by a contractor representative that is authorized to appoint such POCs on behalf of the company.
- 1.15. Contractor Appearance:** Contractor personnel shall present a neat and professional appearance and be easily recognized as contract employees. Contractor employees must have some form of company identification. Company identification shall have name of employee, company name, and company contact information.
- 1.16. Special Qualifications:** Offerors shall be a certified StarWatch Value Added Reseller (VAR) and shall provide validation from DAQ Electronics LLC with Request for Proposal. Contractor shall provide certified, qualified ICIDS/DAQ SMS technicians for maintenance support. Request for Proposal is to include a copy of DAQ StarWatch SMS Systems Administrator Certification for each technician that has been validated by DAQ Electronics LLC. Contractor shall provide certifications for any new technicians hired after the contract is awarded. Certificates shall be submitted to the KO and COR for verification prior to technicians working on this contract. Certification shall be maintained throughout the period of performance of the contract to include all option periods. The contractor shall provide a list of names of personnel, who will be performing the work, to the KO and COR at time of award. The contractor will notify the KO and COR of any changes in employment of individuals working so that they may be removed from the list and their base access privileges revoked. The contractor's technician working on site shall maintain a SECRET Facility Clearance or at a minimum an Interim SECRET clearance.

PART II
Contract Administration and Management.

2. **Key Personnel** The following personnel are considered key personnel by the government: Contracting Officers Representative (COR), Contract Specialist, and Contracting Officer (KO). The contractor shall provide a Contract Manger who shall be responsible for the performance of the work.
- 2.1. **Contracting Officer (KO)**The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also ensure that the contractor receives impartial, fair, and equitable treatment under this contract. The KO shall determine the final assessment of the contractor’s performance.
- 2.2. **Contract Specialist:** The Contract Specialist will assist the KO in the administration and evaluation of the contractor’s performance
- 2.3. **Contracting Officer Representative (COR):** The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.
- 2.4. **Contract Manager (CM)**
The contactor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO and COR within (7) days of contract award. The contract manager or alternate shall be available between 7:00 AM – 4:30 PM, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the COR, to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

PART III
DEFINITIONS & ACRONYMS

3.1. DEFINITIONS:

- 3.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.
- 3.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- 3.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the

scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

- 3.1.4. DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 3.1.5. DELIVERABLE.** Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.
- 3.1.6. KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 3.1.7. PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.
- 3.1.8. QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 3.1.9. QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
- 3.1.10. QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 3.1.11. SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- 3.1.12. WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.
- 3.1.13. WORK WEEK.** Monday through Friday, unless specified otherwise.

3.2. ACRONYMS

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense

FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
ICIDS	Integrated Commercial Intrusion Detection System
IDS	Intrusion Detection System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PVT	Performance Verification Testing
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RADC	Remote Area Data Collector
TE	Technical Exhibit
TYAD	Tobyhanna Army Depot
WAWF	Wide Area Work Flow

PART IV
SPECIFIC TASKS

- 4.1. Basic Services. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform work under this contract.
- 4.2. Equipment Repair and Replacement. Equipment repair, replacement, or removal shall be done on a Time and Material basis. The offeror will provide a fully loaded hourly labor rate and an overtime rate with proposal. There are no material or equipment costs factored into this proposal. In the event that material and/or equipment needs to be purchased, the contractor will provide the price of the component (to include any shipping & handling fees) to the COR for approval before any items are purchased. The offeror will also provide pricing for equipment and parts (see Atch 2). Cost for any equipment repair and replacement will be IAW contractor provided price list the most recent DAQ Electronics Commercial Pricelist All security alarm equipment and components shall be repaired and maintained to remain fully functional. If the problem is found to be in the communications lines, the contractor will notify the Contracting Officer's Representative (COR), or the designated Government POC, before proceeding with any testing, maintenance, or repair on the security alarm system. The contractor shall coordinate work operations with the COR or designated POC prior to starting and completing any maintenance or repair. The contractor will provide the COR or designated Government POC with an estimate summarizing the work to be done, parts needed and time it will take to complete the work. When repairs or maintenance (of any kind) will shut down the system or activate alarms, the contractor shall notify the Tobyhanna Army Depot law enforcement alarm monitor and the COR prior to beginning any work and when the work is completed.
- 4.3. Replacement components. The contractor is responsible for reporting any parts requiring replacement to the COR; this will be documented on an ICIDS Maintenance request/report furnished by the contractor. Parts replacement shall be IAW Atch 2, Equipment Price List (FFP). The COR shall coordinate approval of the replacement of components with the Contracting Officer and the Contractor. When price listed parts are replaced the contractor shall document on the ICIDS Maintenance Request/Report and submit to the COR for warranty tracking.
- 4.4. Preventative Maintenance (FFP) - The contractor will provide an ICIDS/DAQ SMS certified Technician to complete Quarterly Maintenance Tasks. The Quarterly Maintenance Tasks will be coordinated with the COR who in turn will work with Site Physical Security to set dates for visits. The contractor shall perform a quarterly preventative maintenance on all components of the security alarm system in accordance with the manufacturer's specifications.

The first quarterly maintenance shall be scheduled within 60 days of contract award and each one shall occur every 3 months from the previous maintenance. Service shall include, but is not limited to, visual checks, battery test, operational tests, required adjustments, alignments, programming, replacement of worn parts due to normal wear and tear and software upgrades. Upon conclusion of preventative maintenance, the contractor shall furnish a written report to the COR listing work accomplished and alarm system status within five (5) working days of the completion of the PM. At a minimum, the inspection shall include the following:

- 4.4.1. Perform system backup and make a backup disk.
- 4.4.2. Copy Windows error logs.
- 4.4.3. Verify network timing.
- 4.4.4. Check StarWatch SMS version.
- 4.4.5. Defrag all hard drives.
- 4.4.6. Export event logs.
- 4.4.7. Perform preventative maintenance checks and services on the operators work station and remote status monitor.
- 4.4.8. Conduct inspection of each zone (currently 59 zones) including primary monitoring cabinet. Zone inspection includes a walk test of each area.
- 4.4.9. Check Remote Area Data Collector (RADC) for accuracy and cleanliness.
- 4.4.10. Check all batteries in RADC's and replace as necessary. (All batteries will be tested under load to determine the expected useful life remaining in the cells for the effectiveness of the auxiliary power system.)
- 4.4.11. Check all devices for proper mounting and repair as necessary.
- 4.4.12. Check functionality of equipment, replace if defective/not working properly to include all software failures and/or hardware failures associated with the server or MCU.
- 4.4.13. Check all keypads for proper function and keypad duress capabilities.
- 4.4.14. Check all duress alarm switches for proper function.
- 4.4.15. Check RF global fault for proper functionality.
- 4.4.16. Check uninterrupted power supply (UPS) for proper operation.
- 4.4.17. Check Bldg. 69 fence sensors.
- 4.4.18. Check and maintain the front-end system (Server, Master Control Unit, and Graphics).

4.4.19. Unscheduled/Emergency Visits (FFP) - The Contractor shall provide an ICIDS/DAQ SMS certified Technician in the event the COR or Physical Security requests an unscheduled/emergency visit. The offeror will provide a FFP for four (4) total Unscheduled/Emergency visits per year. Each visit will consist of one (1) eight-hour day on site. In the event of a service call or system failure, the COR or TYAD security will notify the contractor via telephone. The contractor shall be available to receive calls immediately by telephone 7 days a week, 24 hours a day, throughout the duration of the contract. The contractor shall respond via telephone to all service calls within **one (1) hour** of the initial call from the COR. The contractor's technician shall respond, in person, to Tobyhanna Army Depot within **four (4) hours** of an

emergency call in order to receive maintenance instructions prior to performing work at the identified location. Emergency calls would be considered repairs to the following essential security equipment: ICIDS Server, Master Control Unit (MCU), Operator Workstation (OPWS), and Uninterrupted Power Supply (UPS), or other failures of the security system as deemed appropriate by the COR or TYAD Physical Security POC. The ICIDS system shall be restored to its proper operating condition within **eight(8) hours** from the time the emergency service call was received by the contractor, provided that spare parts are available from Tobyhanna Army Depot. If parts aren't available from Tobyhanna Army Depot, the contractor shall notify the COR of any equipment that may be needed and the cost of this equipment.

4.5. Miscellaneous:

- 4.5.1.** The use of photography equipment is not permitted without proper authorization from the TYAD Security. Requests for camera use shall be submitted in writing to the COR for approval before use on Government owned or leased property.
- 4.5.2. Public Disclosures:** The Contractor shall make no public announcement or disclosure relative to information contained or developed under this contract, except as authorized by the KO or the Contracting Officer Representative (COR).
- 4.5.3. Materials:** The Contractor shall furnish all materials, except Government furnished, necessary to perform the work defined in this contract. The Government will not be held responsible for damage to the Contractor's supplies, materials, equipment of personal belongings brought onto the installation by employees of the Contractor.

PART V **SECURITY**

DEPOT ACCESS:

A background check and approval from TYAD Security Operations Branch is required for all contractor and subcontractor personnel prior to on-site access at TYAD. All persons seeking entrance to TYAD shall submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense in-processing by TYAD security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied. The contractor shall ensure ELTY Form 648-C is completed for all contractor and subcontractor personnel requiring depot access to include warranty services. The TYAD point of contact (POC) will provide ELTY Form 648-C, Request Access to Tobyhanna Army Depot, to the contractor/vendor at least ten days prior to the expected visit date for completion. The contractor/vendor shall return the completed ELTY Form 648-C to the TYAD POC in a timely manner so the same may be submitted to Security for processing no later than seven days prior to the visit. All of the required fields on the form shall be complete and accurate by the contractor/vendor for timely processing. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on-site who fail screening will not be permitted further access to TYAD. See "Access and General Protection/Security Policy and Procedures" below.

Please submit the completed ELTY Forms 648-C form(s) to the COR or POC.

SECURITY REQUIREMENTS

ANTITERRORISM (AT) / OPERATIONS SECURITY (OPSEC) REQUIREMENTS

All security training certificates shall be provided to the Contracting Officer's Representative (COR)/Point of Contact (POC) and the Contract Specialist/Purchasing Agent.

Antiterrorism (AT) Level I Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level I awareness training prior to contract report date. This training is required for any additional or new contractor employees, who start after that period. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR/POC within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://jkodirect.jten.mil> for CAC holders. Non-CAC holders may go to <https://www.mepcom.army.mil/Home/Contractors.aspx> for their training. Upon request, the contractor will be provided one copy of the AT level I training slides for use with employees who may not have computer access. TYAD will not be responsible for printing copies of slides for training purposes. TYAD reserves the right to provide instructor led training and will

so advise the contractor within one week of the start of performance or at the time of annual training if that training approach will be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record, or contractor equivalent. As applicable, contractor employees must complete annual AT awareness training as it pertains the length of the contract.

iWATCH Army Training. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH Army Program. This will consist of utilizing the tools and media products on the informational iWATCH Army website to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. The iWATCH training is available at the following website: <https://www.mepcom.army.mil/Home/Contractors.aspx>. Click on the iWatch icon and watch the video. Additional guidance and support can be provided by the TYAD Antiterrorism Officer (ATO) at the contractor's request. The contractor shall notify the COR/POC within 10 calendar days of the completed training for any new employees or subcontractor personnel to assure the ELTY form 583 or contractor equivalent is properly documented. TYAD reserves the right to provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record or contractor equivalent.

Operations Security (OPSEC) Training. Per AR 530-1, Operations Security, contractor employees must complete Level I OPSEC training prior to the contract report date and for any additional or new contractor employees, who start after that period. All contractor employees must also complete annual OPSEC awareness training. The training is available at the following website: <https://www.mepcom.army.mil/Home/Contractors.aspx>

The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR/POC within 10 calendar days after completion of training by all employees and subcontractor personnel. The contractor will be provided a copy of the OPSEC training slides for use with employees who may not have computer access. TYAD will not be responsible for printing copies of slides for training purposes. TYAD reserves the right to provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record or contractor equivalent.

Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by TYAD Security Branch. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by the government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

Security Clearances. Performance of work will require access to classified information or equipment IAW the DD Form 254, Contract Security Classification Specification, provided as Atch 4. This requirement requires a Secret Facility Clearance. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "SECRET," or "Top SECRET" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

Threat Awareness and Reporting Program (TARP). For all contractors with security clearances, per AR 381-12, TARP contractor employees must receive initial and annual TARP training by a CI Agent or other trainer as specified in 2-4b.

PART VI **DELIVERABLES**

<u>Deliverable/PWS Reference</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Acceptable Medium/Format</u>	<u>Submit To</u>
Quality Control Plan IAW PWS Para. 1.6	Once Within 30 days of contract award. Once each change.	1 Each	Email, Word Document, PDF Document	KO COR
Point of contact and an alternate that have full authority to act on behalf of the contractor on all operational aspects of the contract IAW PWS Para. 2.4	Within 7 Days After Award	1 Each	Email, Word Document, PDF Document	KO COR
DAQ training certificates IAW PWS Para. 1.16	Once per each employee prior to initial on-site performance start. Once per each employee change during contract performance.	1 Each	Email, Word Document, PDF Document	KO COR
Anti-Terror Training Certificates IAW PWS Part V Security Paragraph 1	Within 60 calendar days after completion of training Once per each employee change during contract performance.	1 Each	Email, Word Document, PDF Document	KO COR
iWatch Training Certificates IAW PWS Part V Security Paragraph 3	Reported to the COR NLT 60 calendar days after contract award Once per each employee change during contract performance.	1 Each	Email, Word Document, PDF Document	COR
Operations Security (OPSEC) Training Certificates IAW PWS Part V Security Paragraph 6	Within 30 calendar days of reporting for duty and annually thereafter. Once per each employee change during contract performance.	1 Each	Email, Word Document, PDF Document	KO COR
Preventative Maintenance Report IAW Para. 4.6	Within five (5) working days of the conclusion of the scheduled preventative maintenance (Quarterly)	1 Each	Email, Word Document, PDF Document	COR

Value Added Reseller Letter IAW PWS Para. 1.16	Provide a letter from DAQ attesting to the fact that the contractor is a DAQ Value Added Reseller (VAR) Provided with the Request for Proposal	1 Each	Email, Word Document, PDF Document	KO COR
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Part VII
Safety Requirements

SERVICE or EQUIPMENT INSTALLATION CONTRACTOR SAFETY STANDARDS FOR TYAD

Below are some “installation specific” safety standards which contractors are required to adhere to while performing any work on Tobyhanna Army Depot. It is the contractor’s responsibility to always incorporate these particular requirements into their daily operations while under contract and to institute these specifics into their overall site safety controls. These do not substitute or deflect in any way the requirement to institute and adhere to all OSHA 29 CFR 1910 & 1926 and USACE EM385-1 safety standards, as well as all applicable contractual Federal Acquisition Regulations while performing the work under this contract on Tobyhanna Army Depot.

It is the responsibility of the contractor to enforce the below requirements as well as all current revisions of the above referenced standards. Failure to enforce safety requirements on the depot can result in immediate stop works, safety stand down orders and even complete termination of the contract.

Important Phone Numbers:

- Fire or Emergency: 911
- Fire Department – (Non-Emergency): 570-615-7300
- Security: 570-615-7550
- Safety Office - 570-615-7027

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**S.10.0 THE CONTRACTOR IS
SOLELY RESPONSIBLE AND
LIABLE FOR JOB- SITE SAFETY**

1. Review of the project plans and other documents by any government appointed official does not constitute an acceptance of Federal responsibility or liability for the adequacy of the safety measures identified for the job or for the Contractor's compliance with all applicable safety rules and regulations.

2. The Contractor remains solely responsible and liable for job-site safety at all times during the term of the contract. No outside personnel (other than ET, COR, TYAD Safety, or other government appointed contract personnel) are allowed onto the job site at any time during contract without prior permissions and/or escort by the ET, COR or KO.
3. Tobyhanna Army depot has restrictions on the use of fossil fuels in all buildings. When it is determined that electric or other alternatively fueled vehicles are insufficient or unavailable for movement of material within the buildings on the installation, fossil-fueled vehicles can be used only when all alternatives of accepted electric material movement equipment have been considered, and the last option is use of a fossil fuel vehicle or project failure. This includes any situations where safety of employees and equipment may be jeopardized. Convenience will never be an acceptable justification to utilize fossil-fueled vehicles. The Government Designated Representative (GDR) will notify the appropriate supervisor(s) or leader(s) in the area where the need to utilize a fossil fuel vehicle is required. The supervisor / leader will take the necessary steps to notify the employees in the work area of the option to leave the area during the material movement process. The GDR and Contractor will also document all actions the Contractor took to utilize electric or other alternatively fueled vehicles. The documentation will specifically state why electric or alternatively fueled vehicles are insufficient and all mitigation efforts used to minimize the effects of fossil-fueled vehicles to include information as to any appropriate scrubbers that can be utilized along with any ventilation or exhaust systems that can be used to externally vented to the outside of the facility. The documentation must be submitted to the TYAD Safety office for approval prior to any equipment being used. A final copy of the Approved documentation will be provided to the TYAD Safety Division.
4. All direct construction supervision, including subcontractors, must as a minimum, complete an OSHA 30-hour safety course for construction. These certificates must be submitted as part of the site safety plan BEFORE construction activities start.
5. **RED CARD PROGRAM** - Tobyhanna Army Depot utilizes a program to allow employees to stop an action which is considered unsafe. Employees carry small red cards that can be thrown down when employee sees any action they consider unsafe. Work ceases until TYAD management can decide if it is safe or not. Contractors are required to comply with this program. If a TYAD employee presents the red card to the contractor, the contractor must stop working until the COR and Safety Office can determine if there is a safety hazard or not.
6. All contractor personnel, to include subcontractors, vendors, suppliers, or visitors, when performing any type of work activity, or gaining access through an occupied area or shop - must have all applicable PPE that is required for the area to include, but not limited to, hardhats, safety glasses, hearing protection, and respirator protection. Notify both COR & Area Supervision, for access approval and prior to any work activities being performed.

S.10.1 CODE COMPLIANCE

As noted in Tobyhanna Army Depot Safety Regulation 385-1 - TYAD follows all requirements and is certified as an ISO 45001 facility. Accordingly, the contractor shall comply with and maintain these high safety standards and provide full compliance with all applicable safety regulations and standards. The Contractor shall maintain, monitor, and enforce employee compliance with all applicable rules, regulations, and codes.

Tobyhanna Army Depot requires full contractor compliance with all safety regulations and standards. The Contractor is responsible for maintaining, monitoring, and enforcing all rules, regulations, and codes, by ALL personnel working for the contractor including all subcontractors. These codes include:

Title 29 Code of Federal Regulations-1910 (OSHA General Industry Standards)

Title 29 Code of Federal Regulations-1926 (Construction Industry Standards)

National Fire Protection Association Codes

Uniform Facilities Code

Unified Facilities Guide Specifications (UFGS)

USACE EM385-1-1

All other codes as required to maintain safety standards.

S.10.2 JOB HAZARD ANALYSIS (JHA) / ACTIVITY HAZARD ANALYSIS (AHA)

Prior to the start of work, the contractor shall prepare a JHA / AHA for each phase of work that will be done under the contract. This will be completed in accordance with all applicable OSHA safety requirements. A phase is any operations involving a certain type of work. Examples include demolition, excavation, masonry work, concrete pouring, roofing, and electrical wiring. Work done by each subcontractor is also a phase. The JHA / AHA will:

1. List the activity being performed and identify the sequence of work steps.
2. List the hazards associated with each step, and the procedures and training required to eliminate or reduce the risk to an acceptable level.

S.10.3 SITE SPECIFIC SAFETY & ACCIDENT PREVENTION PLANS

Contractors will submit a written Site-Specific Safety / Contractor Accident Prevention Plan prior to beginning activities. The plan must follow the guidelines in OSHA 29 CFR 1926 or 1910 as applicable.

1. Who will implement the plan, including who is responsible for safety and accident prevention?
2. A means for coordinating and controlling subcontractors and suppliers.
3. Safety training.
4. Who will investigate accidents?
5. Emergency response.
6. Job site cleanup and safe access.
7. Public safety requirements such as signs and barricades.

S.10.4 FALL PROTECTION

1. Personnel performing works at a height of six feet or more from any lower level shall comply with OSHA 29 CFR 1926.500 through 1926.503 safety standards for any type of new installations. OSHA 29 CFR 1910-28 shall apply to any type of servicing on previously installed equipment.
2. There are currently no certified anchorage points or permanent guardrail systems on any TYAD roof. Most roofs of the depot are more than 20 feet high.
3. Contractors and their employees must be protected from falling off the edge of the roof, regardless of how briefly the employees are at the edge of the roof.

S.10.5 ELECTRICAL SAFETY

Follow the current Tobyhanna Army Depot standard. This standard is based on NFPA 70E.

Copies of the TYAD Electrical standard may be obtained by request from the ET, COR or KO on the project or service contract.

S.10.6 DEPOT REQUIRED PERMITS / APPROVALS

Permits are required for:

1. **Excavation:** Contractors must utilize the PA 1 Call system and coordinate with contracting officer representative (COR) for excavations prior to any groundbreaking including digging, drilling and stake driving. See appendix L for permitting details.
2. **Trenching:** Contractors will adhere to OSHA requirements and receive approval from TYAD Safety office before any trenching deeper than 5 feet is performed. Notifications of such activities will be provided to the COR along with required plans, requests and permits prior to any trenching works being performed. Contractor is responsible for field verifying all utilities and underground entities. Excavation or trench greater than 18 inches in depth that remains open greater than (1) day OR left unattended for any period of time shall have a safety orange construction fence installed around the perimeter of the opening. Caution tape or cones for this purpose is unacceptable.
3. **Confined Space:** All confined space works on TYAD are to be considered as permit required entries, (unless reclassified by the TYAD Safety office,) and Contractor must first request and be provided with an approved "signed" permit from TYAD Safety Office prior to any confined space entry. Contractor will refer to all OSHA requirements and must have a confined space plan and all appropriate safety equipment. Contractor is to request approval from TYAD Safety office through COR prior to entry.
4. **Burning / fire:** Hot work permits must be obtained daily from the Fire Department.
5. **Cranes:** For use of cranes and all WHE and LHE at TYAD see S.10.13
6. **Army Radiation Permits:** Non-Army agencies (including other military Services, vendors, and civilian contractors) require an Army Radiation Permit (ARP) to use, store, or possess ionizing radiation sources on TYAD (see 32 CFR 655). Non-Army applicants will apply by letter with supporting documentation to the Depot Commander. The letter should be submitted so that the Depot Commander receives the application at least 30 days before the requested start date of the permit. The ARP application will specify start and stop dates for the ARP and describe the intended use of the radioactive material.

For sealed sources of radiation, i.e. Moisture Soil Density Gauges, the application must include a valid Nuclear Regulatory Commission (NRC) Radioactive Materials License that allows the applicant to use the source as specified in the ARP application, current leak test certificates, operator training records and calibration certificates for any equipment that may be utilized at TYAD.

For machine produced ionizing radiation sources, i.e. X-ray Equipment, the application must include the appropriate state authorization that allows the applicant to use the source as specified in the ARP application along with operator training records and calibration certificates for any equipment that may be utilized at TYAD.

ARPs will not be issued for more than 12 months at a time.

S.10.7 CONFINED SPACES

1. All Confined Spaces at TYAD are considered as Permit-Required Confined Spaces unless reclassified by TYAD Safety office after a thorough review of the area and the work being planned.
2. Contractors must first notify the COR and receive TYAD Safety office approvals prior to gaining access or opening any confined space area.
3. Contractors must fully comply with all OSHA regulations for Confined Space Operations, including on-site use and availability of a Confined Space Entry Permit / Checklists, along with prior approvals of their Accident Prevention Plan and associated Activity Hazard Analysis (AHAs) for the work to be performed.

4. The contractor and/or the COR will then notify the TYAD Safety office and TYAD Fire and Emergency Services of the Confined Space Entry timelines and schedules.
5. Upon completion, the contractor will notify the TYAD Safety Office and discuss whether any new hazards were added to the Confined Space and will submit the completed Confined Space Entry Permit / Checklist for record.

S.10.8 LOCKOUT/TAGOUT PROCEDURE

1. The Contractor shall perform this work in accordance with 29 CFR § 910.147-The Control of Hazardous Energy requirements.
2. The Contractor shall notify the COR that a lockout/tag out system is going to be used.
3. The contractor is to request the COR to notify them if TYAD is using any lockouts / tag outs in the construction area.
4. The Contractor shall locate and identify all isolating devices.
5. The Contractor shall shut down the equipment normally.
6. The Contractor shall isolate all energy using appropriate methodology.
7. After all work is complete, the Contractor shall remove the energy isolating device and restore the equipment to service.
8. The Contractor shall notify the COR that energy is again restored.

S.10.9 PROTECTION TO THE DRINKING WATER SYSTEM

1. The contractor will not perform any work on the depot potable water system until prior approval is obtained from the Environmental Branch and the certified operator through the Directorate of Installation Services COR.

S.10.10 PROTECTION OF PERSONNEL

At no time is any depot employee to be put at risk to illness or injury. No construction actions are exempt from this requirement.

1. Where pedestrian and driver safety is endangered, use appropriate traffic barricades. Use anchor barricades to prevent displacement by wind. Institute PA DOT regulations and OSHA requirements. Notify the COR prior to beginning such work.
2. Where demolition is required, a Demolition Plan describing the steps and individual Definable Features of Works (DFOWs) as well as safety protocols, controls and oversight is required to be submitted to the COR for review prior to works being performed. Continuously evaluate the condition of the structure being demolished and take action to protect personnel working around the project site. No structural element will be left standing without sufficient support to prevent collapse.
3. Contractor shall provide personal protective equipment (PPE) and provide training for use, for all visitors requiring entry into the regulated area.
4. Subcontractors, vendors, and delivery personnel are the responsibility of the prime contract and must follow the same regulations the prime contractor does.

S.10.11 FIRE AND EMERGENCY SERVICES

Hot Work Permits will be issued by Fire Department upon request. All requests must be made at least thirty (30) minutes prior to the expected start time by contracting the fire department.

1. Contractors are required to have fully charged and operable contractor provided fire extinguisher, in quantities and properly spaced per OSHA requirements that are appropriate for the type of possible fire. Fire extinguisher shall be immediately available for inspection by the fire department upon an inspection of the worksite and shall remain at the work site at all times. At a minimum, 10 pound class 4A, 60B or C multi-purpose dry chemical fire extinguisher or equivalent shall be provided.
2. A fire watch must be in place during the hot work and for 30 minutes after the HWP operation. Upon completion of the thirty (30) minute, post hot work fire watch, the contractor shall contact the fire department to report the work is complete.
3. Use of a plasma torch will require special approval by the fire department.
4. Any fire, even one that is extinguished, must be reported to the fire department.
5. Ambulance services are provided at a cost to contractors. The contracted ambulance service provider will transport to the nearest hospital. Advanced Life Support, helicopter transport, etc. is all at the contractor's expense.
6. The fire department will respond to all fire, ambulance, hazmat and confined space incidents.

S.10.12 IF AN INCIDENT HAPPENS

1. **Any serious injury or medical emergency:**
 - Immediately call emergency responders
 - Dial 911 and give accurate location and nature of emergency. Make sure to tell the operator that you are calling from Tobyhanna Army Depot.
 - Send someone to the nearest exit to assist responders.
 - Treat victims to the best of your ability.
 - Notify COR / call work order desk at 570-615-7805 if there is any blood or body fluids that must be cleaned up.
2. **In the event of the smell of natural gas:**
 - Call dial 911 and give accurate location and nature of emergency. Make sure to tell the operator that you are calling from Tobyhanna Army Depot.
 - Have all personnel evacuate the area if the smell is significant.
 - Upon arrival of fire personnel, provide information as to specific equipment and exact location of potential leak.
3. **In the case of a fire:**
 - If the fire is small, use a fire extinguisher and call 911.
 - Otherwise, dial 911 and pull the fire alarm.
 - Evacuate the building.
4. **Accident/Injury Reports and OSHA 300 Reports:**
 - The contractor shall report accidents/injury to personnel within one hour, followed by a summary report including corrective and preventive actions taken within 24 hours, to the TYAD COR and the TYAD Safety Manager. A comprehensive written report, including all available facts relating to each instance of personal injuries and of loss / damage to Government property, shall be completed and submitted within five working days of the occurrence, in addition to submission of the OSHA 300 Report. For any accident that results in damage to Government property, or illness or injury that requires more than first aid treatment, the contractor shall immediately secure the accident area until released by the accident investigation authority as designated by

the Commander. If the Government elects to conduct an investigation of the accident, the contractor shall cooperate fully and assist authorities until the investigation is complete. A summary Accident/Injury Report shall be submitted monthly, no later than the 5th day of each month, and an annual summary shall also be submitted to the COR and Safety Manager.

**S.10.13 CRANE LIFT OPERATIONS
AT TOBYHANNA ARMY DEPOT**

A Lift Plan for Crane Operations will be submitted to the ET/COR for approval by the TYAD Safety Office *at least 14 days* prior to a lift operation. It will conform to all applicable OSHA regulations and requirements and shall include:

1. A description of the operation to be performed, specific personnel assignments (Lift Director, Safety Coordinator, Operator, rigger, etc.) and signaling and any other details pertaining to activities during the lift.
2. A drawn Site Plan with specifications including work zone, support equipment locations, evacuation area, traffic control, electrical power line clearances (if applicable), lift path, surface conditions at crane location, etc.
3. Training/Certifications (scans) for crane operator and other lift-teammembers included in the lift operation.
4. Equipment nomenclature and a certificate of comprehensive annual inspection records, including any deficiencies and corrective action.
5. Load chart for crane, with target capacities specific to the crane/boom configuration and lift details clearly marked.
6. Lift calculations, including rigging components and configuration.
7. Weather conditions are always part of the ongoing safety assessment and may result in rescheduling of the lift.
8. Only approved operators are allowed to operate or move the crane for any reason.

A Production Lift Plan pertains to repetitive lifts within a work project and may be outlined with one lift plan depicting the nomenclature and general capacities of the equipment to be utilized. Besides the eight items above, the plan will also include how often the crane will be used and how traffic and personnel safety will be handled. A separate traffic plan will be required for vetting and approval prior to any lifts taking place.

**S.10.14 APPLICATION OF ANY
ODOR PRODUCING MATERIAL**

1. Any application of any paint, epoxy, adhesive or anything else that produces an offensive odor must be coordinated with the COR or POC before starting. This is particularly true of the construction work in a building occupied by Tobyhanna employees.
2. It is highly recommended that this type of work be planned for off hours, weekends, or holidays to avoid shutdowns of operations due to these offensive odors. Odors during curing times for products shall also be considered.

**S.10.15 CONTROL OF RESPIRABLE
CRYSTALLINE SILICA**

1. Contractors are required to follow the OSHA standard 29 CFR 1926.1153 which requires employers to limit worker exposures to respirable crystalline silica and to take steps to protect their workers and TYAD personnel.
2. Contractors shall establish and implement a written exposure control plan that identifies tasks that involve exposure and methods used to protect workers, including procedures to restrict access to work areas where high exposures may occur.

3. Restrict housekeeping practices that expose workers to silica by utilizing engineering controls such as local exhaust ventilation, using “wet spray” methods when cutting or drilling and providing proper respiratory protection and other PPE as applicable.

IN ANY CONFLICT BETWEEN STANDARDS, THE STRICTER OF THE TWO SHALL APPLY. IF UNSURE CONTACT THE COR / ET VIA PROPER RFI PROTOCOLS FOR VERIFICATION THROUGH THE TYAD SAFETY OFFICE.

Part VIII **Environmental Requirements**

ISR-E-G-45 6 May 2020

**Standard Specifications for Projects Under the
National Environmental Policy Act
in Accordance with 32 CFR 651**

Proponent ELTY-ISR-E *Spill Response
Procedures 1-2-3*****

1. Stop work
2. Call 911
3. Evacuate Area

*****Damaged Asbestos?*****

Call Environmental Branch (EB) at 615-7098

*****Environmental Questions?*****

Call EB 615-7098

1. Air Pollution Control

The contractor must control fugitive emissions, including dust, during the course of their contract. The contractor must obtain approval from the Environmental Branch (EB) prior to exhausting equipment to the outside. The contractor must not allow any pollutant or particulate matter to be released to the atmosphere at levels that are visible from outside of Tobyhanna Army Depot (TYAD). The contractor must not perform work that will release pollutants or particulate matter to the atmosphere when the wind speed exceeds ten miles per hour and will result in adverse effects to the surrounding areas. TYAD will monitor the wind speed; it is the contractor’s responsibility to obtain wind speed information through the Contracting Officer Representative (COR).

2. Asbestos

The contractor must ensure that all materials used in the performance of this contract are asbestos-free. Unless specified in the contract, the contractor must not disturb any existing Asbestos-Containing Material (ACM) in the performance of this contract. If ACM, or suspect ACM might be disturbed in performance of this contract, the contractor must avoid coming in contact with the material and immediately notify the COR and the Contract Administrator in writing. The COR must coordinate with EB to have the material tested to determine if there is ACM. If the material is determined to be ACM and the contractor cannot avoid disturbing the material, the COR will notify the Contracting Officer. The Contracting Officer will direct a change pursuant to the contract clauses entitled “Changes” and “Differing Site Conditions.” If ACM, or suspect ACM has been disturbed, the contractor must immediately notify the COR and call the EB. The contractor will shut down and not move any equipment or supplies near the damaged ACM. The contractor will evacuate all non-contaminated contractor personnel from the immediate vicinity. Any contractor personnel thought to be contaminated with asbestos must remain in the area until the EB responds. If the damaged material is determined to be ACM and there is potential for further damage, the Contracting Officer will direct a change pursuant to the clauses of the contract clauses entitled “Changes” and “Differing Site Conditions.”

Asbestos abatement required under the contract as originally awarded must be in accordance with United Facilities Guide Specification 02 83 14 00 10 and as otherwise required in the contract. Asbestos abatement not required under the contract as originally awarded, can be incorporated into the existing contract via contract modification, or by the Government taking responsibility for the asbestos abatement. The method of acquiring the abatement is at the discretion of the Government. The contractor must have an asbestos abatement work plan that has been approved by EB prior to beginning any asbestos abatement work.

3. Backflow

The contractor shall have a backflow prevention device installed on all contractor equipment that is connected to Tobyhanna Army Depot's (TYAD) water distribution system. The contractor shall have a water meter installed to monitor water consumption during all phases of the contract. Water use will be reported monthly to the Environmental Branch.

4. Burning

The contractor must not burn refuse and debris anywhere on TYAD.

5. Buy Recycled-Content Materials

The Contractor must comply with [Resource Conservation and Recovery Act \(RCRA\) Section 6002 \(42 U.S.C. 6962, Federal Procurement\)](#) in the acquisition of materials with recycled content to meet the standards of [Executive Order 13834 Efficient Federal Operations](#), May 17, 2018. Specific designated items in this contract for which recycled content standards have been established have been set forth in the specification (e.g., insulation, roofing materials, carpet, carpet pad, paint, floor tiles, shower and restroom dividers). Recovered Material Certification: As required by the RCRA, the contractor must certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications (see [Federal Acquisition Regulation \(FAR\) Provision 52.223-4, Recovered Material Certification](#)). Prior to application for final payment, the contractor must provide a report in accordance with FAR Clause 52.223-9, Estimate of Percentage of Recovered Material Content for Environmental Protection Agency (EPA) Designated Items, to the Contracting Office. Compliance with this program does not relieve the contractor from meeting all other specification requirements.

6. Cultural Resources

The contractor must not adversely affect any property listed on the National Register of Historic Places (NRHP) or properties eligible for inclusion on the NRHP without consultation and approval from the EB through the COR. If there is a discovery of any historic properties, including archeological sites and graveyards, work will cease immediately until requirements of National Historic Preservation Act, as amended, have been met. All archaeological artifacts found at TYAD or TYAD-controlled properties are U. S. Government property until a determination is made otherwise.

7. Demolition Notification

If a project involves the demolition of any load-bearing structural members, whether or not asbestos is present, 25 days prior to the demolition, the Commonwealth of Pennsylvania [Asbestos Abatement and Demolition/Renovation Notification Form 2700-FM-BAQ0021](#) must be submitted to EB as specified in the [Unified Facilities Guide Specification 02 82 13.00 10](#). The contractor may obtain a copy of the form from the EB.

8. Drinking Water

The contractor must not perform any work on the TYAD potable water system prior to obtaining approval from the EB and the Installation Planning and Maintenance Division certified operator through the COR. If a permit is required due to construction or proposed chemical feed changes, it will be the responsibility of the contractor to obtain all permits associated with the project. Permit applications will first be reviewed and approved by the Environmental Branch before being submitted to regulatory authorities. Any piping or additions added to the TYAD water system must be disinfected following "[American Water Works Association circular C651-14 "Disinfecting Water Mains."](#) Construction will be kept outside of drinking water wellhead protection zones when feasible. All new buildings and remodeled buildings will be equipped with a water meter that can easily be read from the exterior of the building.

9. Endangered Species

The contractor is responsible for meeting requirements of the [Endangered Species Act of 1973](#). The contractor must not disturb any endangered species, their habitat or offspring during the implementation of this contract.

10. Emergency/Spills

All emergencies and spills must be reported to the TYAD Fire Department by calling 911 from a TYAD phone or (570) 615-7300. If a 911 call is placed on a cell phone, the call will go to the Monroe County Emergency Office. Notify the Monroe County Emergency Office that you are at TYAD and the call will be forwarded to TYADs Fire Department. The contractor must ensure all personnel working on site are trained in the proper procedure according to [29 CFR 1910.120](#) (if applicable) to initiate a spill response to handle the hazardous substances they are working with. The contractor will take the necessary actions to prevent and contain spills of hazardous materials.

11. Energy Efficiency

[The Energy Policy Act of 2005](#) section 109 and the Energy Independence and Security Act of 2007 require all new construction at federal facilities to be 30% better than ASHRAE 90.1. Energy Policy Act of 2005 section 104 and the [Energy Independence and Security Act of 2007](#) require all new equipment to be Energy Star qualified when available. This is applicable to heating, ventilation and air conditioning equipment, plumbing, building materials, lighting, commercial food service equipment and appliances.

12. Environmental Automation and Control Systems

The contractor will not alter, modify, remove or tamper with any environmental automation or control system unless previous arrangement have been made with EB. This includes sensors, programmable logic controllers, equipment housing, power supplies, meters or other hardware/sensor technology.

13. Erosion and Sedimentation Control

The contractor shall protect streams, lakes and wetlands from sediment discharges caused by the contractor's activities. The contractor shall also provide (where applicable) an erosion and sedimentation control plan in compliance with state and local laws and regulations, to the COR for approval prior to executing any soil-disturbing activities. The contractor must submit a National Pollutant Discharge Elimination System Permit to the Pennsylvania Department of Environmental Protection (PADEP) prior to any construction activity that encompasses more than one acre. All permits must be reviewed and approved by the EB prior to being sent to any regulatory authority. The contractor shall not disturb any wetlands. Contractor will remove all silt fencing and other temporary control measures once the site is stabilized. Contractor will remove all spoils from TYAD unless a previously approved disposal site has been established. The contract COR will be responsible for management and control of the spoils disposal site.

14. Fluorescent and Mercury-Bearing Lamps

The contractor is to collect, containerize, manage and recycle fluorescent and mercury-bearing lamps in accordance with [40 CFR 273](#), Standards for Universal Waste Management. A copy of the manifest/Bill of Lading must be given to the EB through the COR five days in advance of shipment by the contractor so that it can be reviewed for accuracy and completeness. The contractor must install low mercury bulbs when available.

15. Hazardous Materials Stored and Labeled

The contractor must ensure all hazardous materials (HM) at the work site are properly stored and labeled. The contractor must not leave any HM behind at the completion of the job for any reason. HM must not be stored outside without adequate secondary containment and shelter.

16. Hazardous Waste

The contractor must ensure that all hazardous wastes (HW) at the work site are [ISR-E-G-45 6 May 2020](#) properly stored and labeled in a pre-approved location designated by the EB. The contractor must provide copies of any shipping documents for HW/Universal Waste/Toxic Substances Control Act waste. If the TYAD EPA number is being used for shipping purposes, only EB is authorized to sign a manifest and the manifest (or copy) must be supplied prior to the day of shipment for review. The EB will keep originals. If HW or waste requiring special handling (e.g., asbestos) is being turned over to the government for disposal, the contractor must notify the EB through the COR when the waste is ready to be moved.

17. ISO 14001

TYAD is an ISO 14001 certified facility. All contractor and subcontractor employees on site must comply with TYAD Regulation 200-5, "Environmental Management System (EMS)." The contractor may obtain these regulations through the project COR.

18. Limit of Disturbance

The contractor must confine the limit of disturbance of the project to the smallest area possible.

19. Mercury-Bearing Equipment

The contractor must not install any equipment, switches, or devices (including thermostats) that contain mercury or lead.

20. Safety Data Sheets (SDSs)

The contractor must submit SDSs for all hazardous materials proposed for use, including paints, solvents, adhesives, etc., to the EB through the COR five working days prior to material being brought on post. As of June 1, 2015, all Material Safety Data Sheets (MSDS) must be replaced with new Safety Data Sheets (SDS). EB will no longer be accepting older legacy MSDS sheets and the contractor must submit the current SDS for the hazardous material. The contractor must keep a copy of all SDSs required for the project at the jobsite.

21. Migratory Bird Protection

The contractor is responsible for meeting requirements of the [Migratory Bird Treaty Act of 1918](#) (as amended). The contractor must not disturb any migratory bird, their nesting area or offspring during the implementation of this contract.

22. National Pollutant Discharge Elimination System (NPDES) Permits

The contractor must not perform any work on existing NPDES structures or treatment units unless previously approved in writing by the Installation Planning and Maintenance Division certified operators and the Environmental Branch. This includes work within the sewage treatment plant, sewage lift stations, sewage conveyance pipes, Industrial Operations Facility pretreatment plant, and storm water sewer systems. If a permit is required, it will be the responsibility of the contractor to obtain all permits prior to work being performed. All permit application packages must first be reviewed by the Environmental Branch prior to being sent to any regulatory authority.

23. Net Zero Water

The contractor will minimize the use of potable water during the construction project. Water used during the construction project will be monitored and measured using portable water meters if possible. Installed restroom equipment will consist of high-efficiency fixtures that use reduced volumes of water. Use of flow regulation devices must be approved by EB prior to installation. Employ strategies that in aggregate use 20% less water than the water use baseline calculated for the building after meeting the Energy Policy Act of 1992 fixture performance requirements. Automatic hands-free flushometers will not be used. Water-free urinals will not be used. Flushometers will be the piston variety that fail in the closed position. New building construction and renovations will include installation of a water meter that is capable of being read from the outside of the building.

24. Noise

The contractor must not allow the noise level to exceed 65 decibels at any point outside TYAD property. If noise levels exceed 65 decibels, a plan must be prepared by the contractor to mitigate the noise levels and submit to the EB for approval through the COR. The contractor will monitor the fence line to confirm this limit.

25. Ozone Depleting Substances (ODS)

The contractor must be responsible for ensuring that all personnel who perform maintenance and repair activities on refrigeration equipment have been trained and certified by an EPA-approved [Section 608 program](#). The contractor must not use Class I or Class II ODS or install equipment that contains Class I or II ODS.

25. Paints

The contractor must not use paints containing zinc chromate or strontium chromate pigments and paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal).

26. Pest Management

At no time during the execution of this contract must the contractor provide a food source or harborage for any pests. The contractor must coordinate through the COR to the EB prior to application any pesticide usage (PA state license is required for pesticide applications). Pesticides are required to be approved by the EB. The contractor must report all usage of pesticides through the COR to the EB. After completion of the contract, the contractor must ensure there is no passage for pests to enter facilities or structures related to work performed by the contractor.

27. Polychlorinated Biphenyls (PCBs)

The contractor must not bring items containing PCBs onto TYAD. Light ballasts that are clearly marked "Contains no PCBs," or that are marked with a manufacture date after 1978 must be disposed of by the contractor as construction demolition debris. Any light ballast that is not marked as containing no PCBs that has a manufacture date prior to 1978, or that cannot be determined whether it contains PCBs, must be disposed of by the contractor at an approved and licensed facility for PCBs. The contractor must submit a shipping manifest and certificate of disposal of the PCB-containing items to the EB through the COR.

28. Recycling

The contractor must comply with TYADs general recycling plan for recyclable materials such as aluminum, steel, cardboard, paper, plastic and wood. The contractor should contact the EB for additional information on the recycling of materials through the COR. The COR will coordinate with EB to have the contractor recycle metals, cardboard, etc., through TYADs recycling program. All Construction and Demolition (C&D) material transferred from a construction project into the TYAD recycling program must be segregated and material type and weights submitted to the project COR for consolidation. Any material entering the TYAD recycling program that is not documented and properly reported will be absorbed into the TYAD recycling program and not count towards the C&D requirement of the project. Clean wood shall be recycled by the contractor off TYAD property.

29. Refuse and Construction Demolition Debris Removal and Disposal

During the performance of all construction, renovation and demolition projects, a minimum of 60 percent of all non-hazardous construction demolition debris shall be diverted from the landfill for reuse or recycling. The contractor shall provide written certification to the COR of the type and tonnage of debris reused or recycled from the contract. All refuse and the construction demolition debris not recovered for reuse or recycling shall be disposed of at a PADEP permitted and Monroe County Municipal Waste Management Authority authorized facility. The contractor shall comply with the Monroe County Solid Waste Management Plan and PA Act 90, including all licensing requirements. Monroe County has specific landfills that is must be transported to per Monroe County guidance which is available on the county website (<http://www.thewasteauthority.com>) and any contractors can call the Monroe County Municipal Waste Management Authority at (570) 643-6100. The contractor shall provide a disposal certificate or landfill weight slip to the COR for all solid waste disposed of during the performance of this contract. The COR will then provide copies of the disposal certificate or landfill weight slips with the quarterly consolidated C&D report from The Installation Planning and Maintenance Division to EB.

30. Removal Materials

The contractor must remove from the site prior to the acceptance of work by the Government, all materials not identified to remain in place, including excess paints, building materials and equipment purchased by the contractor for the execution of this project.

31. Site Preservation and Restoration

The contractor must ensure that the land resources associated under this contract be preserved in their present condition, or be restored to a like condition after completion of construction. This post construction appearance will appear to be natural and not detract from the appearance of the project.

32. Trees and Shrubs Protection

The contractor must be responsible for the protection of all trees and shrubs on site. The contractor must not allow any heavy equipment, vehicular traffic or stockpiling of materials within ten feet from the drip line of any tree. The contractor must not allow any toxic materials to be stored within 100 feet (35.5 meters) of the drip line of any tree. The contractor must not nail protective devices, signs, utility boxes or other objects to trees to be retained on the site.

33. Unexploded Ordnance (UXO)

All work that is done in the UXO area must include the support and clearance by a UXO technician. In addition, all personnel entering the UXO area must have UXO recognition training. The COR will escort the contractor to the EB for UXO recognition training. The COR will provide a map of the UXO area to the contractor.

34. Water Quality

The contractor shall not pollute streams, lakes or reservoirs. All work under this contract shall be performed in such a manner that pollution will not be created in streams, surface waters or underground water located within, or adjacent to the project area. The contractor shall not spill, emit, dump or otherwise discharge any hazardous, toxic, harmful or unauthorized pollutant, substance or material, including petroleum products, cleaning agents or paints, onto the ground, into the air or into any waters or nearby storm drain. The contractor shall execute any preventative measures required to prevent any hazardous, toxic or harmful material stored or used on the project site from entering any stormwater drain. Nothing shall be allowed to spill, emit, dump or otherwise discharge any hazardous, toxic or harmful material or pollutant into any sink, toilet, drain, utility or receptacle without written permission from the EB through the COR. The contractor shall protect streams, lakes and wetlands from sediment discharges caused by his activities.

VISITOR RESTRICTIONS**TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR RESTRICTIONS****1. NON-RESIDENT/NON-IMMIGRANT ALIENS**

a. All non-resident/non-immigrant aliens must have approval prior to being permitted access to Tobyhanna Army Depot (TYAD). Such approval must be obtained by requesting access through the following: apply at the alien-resident's embassy; proceed to the U.S. Embassy; proceed to the Department of the Army; proceed to Army Materiel Command; proceed to U.S. Communications-Electronics Command; proceed to TYAD.

b. All non-resident/non-immigrant aliens granted access to TYAD are required to be escorted by Government personnel. One Government escort can accommodate a maximum of two non-resident/non-immigrant aliens.

c. Due to limited availability of Government personnel, contractors shall not be permitted to employ non-resident/non-immigrant aliens as part of the contractor's on-site workforce. Limited exceptions to this restriction may be considered on a case-by-case basis. Such exceptions shall only be considered where a specialized skill or trade is not otherwise available, and even under such circumstances would only be considered for very limited duration, e.g., a few hours/days. However, even if limited exception is considered, access may still be denied. Contractors whose personnel are either denied entry to TYAD or permitted limited entry to TYAD due to the security requirements pertaining to non-resident aliens/non-immigrants are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or other contractual remedies as appropriate.

d. Due to limited availability of Government personnel, visitors requiring escort may not be permitted access, or access may be limited to a certain time and duration.

2. FOR THE PURPOSE OF FORMAL ESCORTED SITE VISITS

Resident aliens (immigrants) in possession of a valid Form I-551, Alien Registration Receipt Card ("Green Card"), are not required to obtain approval as set forth in paragraph 1.a. above (but see paragraph 5, below). Such individuals must have proper identification in addition to a valid form I-551 in their physical possession at all times while at TYAD. Individuals lacking proper identification and valid form I-555 will be denied access to TYAD.

3. SECURITY SEARCHES, IN-PROCESSING, AND SECURITY SCREENING

All persons seeking entrance to TYAD must submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All visitors and contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense in-processing by TYAD Security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied.

Any Contractors who will be working on site, company representatives who will be visiting periodically, and any companies or contractors requesting or requiring TYAD badges for other business reasons must submit a completed TYAD form 648-C to their contract or depot point of contact. The completed form must be submitted at least five (5) workdays in advance of on-site performance for each employee intended for onsite performance or five (5) workdays in advance of visits or other business at the depot. Any contractor employee (s) already on site who have not been screened, will be subject to security screening. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on site who fail screening will not be permitted further access to TYAD.

4. SUBMISSION OF BIDS OR PROPOSALS

Bidders/offerors who hand carry bids or quotes do so at their own risk. Bidders/offerors are solely responsible for the timely submission of bids /proposals/quotations, any delays security measures notwithstanding.

5. CONTRACTOR ON-SITE WORKFORCE – ADDITIONAL SECURITY REQUIREMENTS

A. This section is in addition to the requirements above regarding non-resident aliens (non-immigrants) for on-site performance. Prior to the commencement of performance under the contract and within seven (7) workdays of contract award, the Contractor shall submit to the Chief, Security Division, Tobyhanna Army Depot, a roster of all contractor personnel, inclusive of on-site supervisory or managerial personnel and sub-contractor personnel, that the Contractor anticipates will be performing work on-site. The roster shall indicate which individuals are U.S. citizens and which are resident aliens (immigrants). The following documentation shall accompany the roster for each individual named on the roster as a resident alien (immigrant):

- a) A copy of a verifiable form of identification, such as a driver's license or a passport; and
- b) A copy of a valid Department of Justice Immigration and Naturalization Service Form I-551, Alien Registration Receipt Card ("Green Card").

Contractors who fail to identify any and all resident aliens (immigrants) who will be used for on-site performance and who will seek access to Tobyhanna Army Depot as a worker for or through the contractor, inclusive of managerial and subcontractor personnel, may be subject to civil and criminal penalties and sanctions as well as contract remedies.

B. Within five (5) workdays of the submission of the roster, documentation, and TYAD form 648-C, the Government will have completed the security check and the Contractor shall be notified whether all listed personnel will be permitted to work on-site. However, actual access to Tobyhanna Army Depot by the roster personnel will remain contingent upon such resident alien (immigrant) individuals presenting two (2) forms of identification as they process into the Depot through the Security building: a valid Form I-551, Alien Registration Receipt Card ("Green Card") in addition to at least one other verifiable form of identification.

C. The roster that the Contractor submits is amendable. However, up to five (5) workdays will be required to perform a security check on any personnel added to the roster. The Contractor is urged to include contingency or "back-up" personnel in the original roster in order to avoid delays due to roster amendment.

D. Contractors whose personnel are denied entry to TYAD due to the security requirements are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or be subject to other contractual remedies as appropriate.

INSURANCE REQUIREMENTS

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.** Contractors are required to comply with applicable Federal and State Worker's Compensation and Occupational Disease Statutes. If the Employer's liability section of the insurance policy, except then contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit Worker's Compensation to be written by private carriers.

(b) **GENERAL LIABILITY.** Bodily Injury Liability Insurance Coverage written on the comprehensive form of policy of at least \$500,000 per occurrence shall be required. Property Damage Liability Insurance is not normally required.

(c) **AUTOMOBILE LIABILITY.** Automobile Liability Insurance written on the comprehensive form of policy is required. The policy shall provide for Bodily Injury and Property Damage Liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year Preventative Maintenance FFP	4	Lot		
	In accordance with PWS 4.4, the offeror will provide a firm fixed-price for four (4) quarterly scheduled preventative maintenance visits per year. Reference Attach 1, Pricing Worksheet. This is a priced line item.				
	Note: No Government furnished property/equipment will be provided for this requirement.				
	FOB: Destination NSN: AASSVC31030052 MILSTRIP: W25G1V31030052 PURCHASE REQUEST NUMBER: W25G1V31030052 PSC CD: H363				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Year Emergency Svc Calls FFP	4	Lot		
	In accordance with PWS 4.4.19, the offeror will provide a firm fixed-price for four (4) total Unscheduled/Emergency visits per year. Reference Attach 1, Pricing Worksheet. This is a priced line item.				
	Note: No Government furnished property/equipment will be provided for this requirement.				
	FOB: Destination PURCHASE REQUEST NUMBER: W25G1V31030052 PSC CD: H363				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base Year Remedial Repairs T&M Perform remedial repairs of the Integrated Commercial Intrusion Detection System Version V (ICIDS V) for the Base Year as defined in PWS. Includes labor and materials to perform repairs and other work as directed by the Contracting Officer Representative (COR). Any effort to be performed under this CLIN must be approved by the COR prior to the initiation of any work. All approved repair work will be invoiced against the T&M line item at the single, fully loaded labor rate, proposed in Attachment 1 - Pricing Worksheet with all material (with the exception of items listed in Attachment 2, Equipment list) provided at cost (exclusive of profit, fee, or other indirect costs). This is not a priced line item. Offeror shall not insert pricing.	1	Lot		
	Note: No Government furnished property/equipment will be provided for this requirement.				
	FOB: Destination NSN: AASSVC31030051 MILSTRIP: W25G1V31030051 PURCHASE REQUEST NUMBER: W25G1V31030051 PSC CD: H363				

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OY1 Preventative Maintenance FFP Option Year One - In accordance with PWS 4.4, the offeror will provide a firm fixed-price for four (4) quarterly scheduled preventative maintenance visits per year. Reference Attach 1, Pricing Worksheet. This is a priced line item.	4	Lot		
	Note: No Government furnished property/equipment will be provided for this requirement.				
	FOB: Destination PSC CD: H363				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OY1 Emergency Svc Calls FFP Option Year One - In accordance with PWS 4.4.19, the offeror will provide a firm fixed-price for four (4) total Unscheduled/Emergency visits per year. Reference Attach 1, Pricing Worksheet. This is a priced line item.	4	Lot		
<p>Note: No Government furnished property/equipment will be provided for this requirement.</p> <p>FOB: Destination PSC CD: H363</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	OY1 Remedial Repairs T&M Option Year One - Perform remedial repairs of the Integrated Commercial Intrusion Detection System Version V (ICIDS V) for the Base Year as defined in PWS. Includes labor and materials to perform repairs and other work as directed by the Contracting Officer Representative (COR). Any effort to be performed under this CLIN must be approved by the COR prior to the initiation of any work. All approved repair work will be invoiced against the T&M line item at the single, fully loaded labor rate, proposed in Attachment 1 - Pricing Worksheet with all material (with the exception of items listed in Attachment 2, Equipment list) provided at cost (exclusive of profit, fee, or other indirect costs). This is not a priced line item. Offeror shall not insert pricing.	1	Lot		
<p>Note: No Government furnished property/equipment will be provided for this requirement.</p> <p>FOB: Destination PSC CD: H363</p>					

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	OY2 Preventative Maintenance FFP	4	Lot		
	Option Year Two - In accordance with PWS 4.4, the offeror will provide a firm fixed-price for four (4) quarterly scheduled preventative maintenance visits per year. Reference Attach 1, Pricing Worksheet. This is a priced line item.				
	Note: No Government furnished property/equipment will be provided for this requirement.				
	FOB: Destination PSC CD: H363				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	OY2 Emergency Svc Calls FFP	4	Lot		
	Option Year Two - In accordance with PWS 4.4.19, the offeror will provide a firm fixed-price for four (4) total Unscheduled/Emergency visits per year. Reference Attach 1, Pricing Worksheet. This is a priced line item.				
	Note: No Government furnished property/equipment will be provided for this requirement.				
	FOB: Destination PSC CD: H363				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lot		

OPTION

OY2 Remedial Repairs
T&M

Option Year One - Perform remedial repairs of the Integrated Commercial Intrusion Detection System Version V (ICIDS V) for the Base Year as defined in PWS. Includes labor and materials to perform repairs and other work as directed by the Contracting Officer Representative (COR). Any effort to be performed under this CLIN must be approved by the COR prior to the initiation of any work. All approved repair work will be invoiced against the T&M line item at the single, fully loaded labor rate, proposed in Attachment 1 - Pricing Worksheet with all material (with the exception of items listed in Attachment 2, Equipment list) provided at cost (exclusive of profit, fee, or other indirect costs). This is not a priced line item. Offeror shall not insert pricing.

Note: No Government furnished property/equipment will be provided for this requirement.

FOB: Destination
PSC CD: H363

TOT ESTIMATED PRICE
CEILING PRICE

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
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	1 yr. ADC	4	SEE BELOW FOR SEPARATE SHIPPING INSTRUCT XXX XXX PA 00000 FOB: Destination	W25G1V
0002	1 yr. ADC	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0003	1 yr. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0004	1 yr. AOE	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0005	1 yr. AOE	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0006	1 yr. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0007	1 yr. AOE	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0008	1 yr. AOE	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0009	1 yr. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V

CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023

52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements-- Commercial Acquisition	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-50	Combating Trafficking in Persons	NOV 2021
52.225-3	Buy American--Free Trade Agreements--Israeli Trade Act	DEC 2022
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-17	Interest	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.247-34	F.O.B. Destination	NOV 1991
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.215-7008	Only One Offer	DEC 2022
252.223-7997 (Dev)	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid - Representation (DEVIATION 2022-O0010)	SEP 2022

252.223-7998 (Dev)	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (DEVIATION 2022-O0010)	SEP 2022
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7013	Duty-Free Entry--Basic	DEC 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
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
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

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

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

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

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

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity?:

[] Yes or [] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name: _____

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

(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)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

(c) Representation. The Offeror represents that--

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages using the standard $I=PRT$ formula in which I=Interest, P=the CLIN price of delinquent items, R=the current Federal Interest Rate, T= days late per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(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. The award will be based on the best overall (trade-off) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: technical, past performance and price. Offerors are advised that award may not necessarily be made to the lowest price offeror.

Submitted proposals shall clearly reflect how the Contractor proposes to comply with the Performance Work Statement (PWS) and specification requirements. Submitted proposals including all supporting documentation shall be clear and concise. Submitted proposals shall not just be a parroting of the requirement. The Contractor shall address all PWS requirements with a narrative on how the Contractor intends to fulfill the contract PWS requirements and clearly demonstrate how the proposal meets the minimum specifications. Contractors shall use descriptive and explanatory elements in addressing all elements. A single statement of Contractor compliance will not be accepted in lieu of an explanatory description and shall disqualify the Contractor from contract award consideration. Submitted proposals

that do not address all elements in the noted Sections individually may not be reviewed and may not be given contract award consideration.

Technical – The service offered will be evaluated as providing or complying with all the requirements set forth in the PWS. Additionally, the technical submittal shall include:

1. In accordance with PWS 1.16, Offerors shall include evidence that its company and employees are licensed/certified by DAQ Electronics to perform the type of work described in the PWS.
2. In accordance with PWS 4.4.19, Response Plan that details how the Offeror will satisfy the Service Call 4 hour response requirement.

Past Performance will be a valid discriminator among the proposals received. Offerors shall submit a list of the most relevant Government and commercial contracts (prime and major subcontracts) *during* the past 5 years *only*, which are relevant to the efforts required by this solicitation. The minimum required citations is 1, the maximum citations is 3.

Each example shall not exceed two pages and shall include the following:

- Contract or Sales Number
- Date of Sale
- Total Contract Dollar Value
- Services provided
- Customer/Agency name
- Customer Point of Contract (POC) and position within the Company/agency
- Customer POC email address and telephone number
- Brief narrative of the tasks performed. The narrative shall describe the contract listed, the contract objectives achieved by Offerors, and how the contract is relevant to the requirements of this solicitation.

Should Offerors provide more than three examples of past performance, the Government is not obligated to contact more than the first three. Offerors should confirm that the POC email address and telephone number are accurate and in service. Failure to provide a valid email address and telephone number does not obligate the Government to further pursue those examples of past performance.

In the case of an Offeror without a record of relevant past performance, or for whom information on past performance is not available, or so sparse that no meaningful past performance rating can be assigned, Offerors may not be evaluated favorably or unfavorably on past performance. In such case, the Offeror's past performance will be considered Acceptable.

Nothing in this solicitation prohibits the Government from obtaining and considering past performance from any source available.

Negative information obtained using past performance evaluations will be provided to Offerors to be addressed unless such negative information or circumstances have already been addressed by Offerors.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2023-O0002) (DEC 2022) ALTERNATE I (OCT 2014)

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

(a) Definitions. As used in this provision -

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

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

Forced or indentured child labor means all work or service -

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

Sensitive technology -

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service - disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

Small business concern -

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

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

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

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

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

- (i) It [] is, [] is not a service-disabled veteran-owned small business concern; or
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.
- (6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]
- (7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]
- Note to paragraphs (c)(8) and (9):
Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that -
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
- (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)
- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.
- (d) Representations required to implement provisions of Executive Order 11246 -
- (1) Previous contracts and compliance. The offeror represents that -
- (i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It [] has, [] has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that -

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.
—
—
—

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are

no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
___	___
___	___
___	___

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

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

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

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

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

(2) [] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name ____ .

TIN ____ .

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

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

(2) Representation. The Offeror represents that -

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: .

Immediate owner legal name: .

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

Is the immediate owner owned or controlled by another entity: [] Yes or [] No.

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

Highest-level owner CAGE code: .

Highest-level owner legal name: .

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that -

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

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

(2) The Offeror represents that -

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

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

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

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

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

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

Predecessor legal name: .

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

(s) [Reserved]

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that -

(i) It [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) ALTERNATE I (NOV 2021)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____ (Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: ____ (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payments.
 - (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
 - (i) Hourly rate.
 - (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: None (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0 (Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

- (3) The clause at [52.212-5](#).
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The [Standard Form 1449](#).
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
 - (t) Reserved.
 - (u) Unauthorized Obligations.
 - (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
 - (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
 - (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.
- (End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

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

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

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

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

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

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

___ (10) [Reserved]

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

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

___ (13) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- X (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (OCT 2022) of 52.225-1.
- ___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (DEC 2022) of 52.225-3.
- ___ (iv) Alternate III (JAN 2021) of 52.225-3.
- ___ (v) Alternate IV (OCT 2022) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxii) 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.

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

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

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

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

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

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

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

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

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, 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.

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

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

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

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

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 561621 assigned to contract number .

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

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

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

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

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

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

WG-10 Step 02 \$27.21/hr

(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 48 CFR Chapter 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 48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

Invoice 2-in-1 (Services Only)

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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	HQ0303
Issue By DoDAAC	W51AA1
Admin DoDAAC**	W51AA1
Inspect By DoDAAC	W25G1V

Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	W25G1V
Service Acceptor (DoDAAC)	W25G1V
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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. [To be provided at time of contract award.](#)

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

david.k.kern2.civ@army.mil

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)