

| | | | | | | | | | | | |
|--|--|---|--|---|--|--|--|---|--|------------------|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30 | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 23 | | | | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | | | |
| | | | | | | 15A00023Q00000046 | | 03/13/2023 | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No collect calls) | | 8. OFFER DUE DATE / LOCAL TIME | | | |
| | | Brian Wilkins Brian.Wilkins@ATF.gov | | | | (O) 2026489120 (F) 2026489659 | | 03/20/2023 05:00 ET | | | |
| 9. ISSUED BY | | | | CODE | | 15A000 | | 10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR | | | |
| ATF - ACQUISITIONS BRANCH Brian Wilkins 99 New York Ave. NE Washington, DC 20226 | | | | <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: 721110 SIZE STANDARD: \$35,000,000 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | | | 13b. RATING | | | |
| <input type="checkbox"/> SEE SCHEDULE | | NET 30 | | <input type="checkbox"/> | | | | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | |
| 15. DELIVER TO | | | | CODE | | 16. ADMINISTERED BY | | | | | |
| SEE SCHEDULE | | | | | | ATF - ACQUISITIONS BRANCH Brian Wilkins 99 New York Ave. NE Washington, DC 20226 | | | | | |
| 17a. CONTRACTOR/ OFFEROR | | | | CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY | | | |
| | | | | | | | | ATF - Finance Branch 99 New York Avenue NE, #4.S-288 Washington, DC 20226 | | | |
| TELEPHONE NO. | | | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | | 23. UNIT PRICE | | 24. AMOUNT | |
| | | Hotel Lodging Accommodations Firm Fixed Price | | | | | | | | | |
| | | See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | | | | |
| 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 AND 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 1 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 THE CONTRACTING OFFICER (TYPE OR PRINT) | | | | 31c. DATE SIGNED | |
| | | | | | | Brian K. Wilkins | | | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

| SCHEDULE OF SUPPLIES/SERVICES | | | | | | |
|-------------------------------|--|----------|------|------------|----------|--------|
| CONTINUATION SHEET | | | | | | |
| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0001 | Hotel Lodging Accommodations (5 Room Nights for 50 Participants, Single Occupancy) NOTE: Hotel shall be within a 1-mile radius of the Paroquet Conference Center, Shepherdsville, KY PSC: V231 Line Period of Performance: 06/04/2023 - 06/09/2023 | 250 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0002 | Hotel Lodging Accommodations (7 Room Nights for 10 Participants, Single Occupancy) NOTE: Hotel shall be within a 1-mile radius of the Paroquet Conference Center, Shepherdsville, KY PSC: V231 Line Period of Performance: 06/03/2023 - 06/10/2023 | 70 | EA | \$ _____ | \$ _____ | |

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

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): www.acquisition.gov

| Clause | Title | Fill-ins (if applicable) |
|-----------|--|--------------------------|
| 52.242-17 | Government Delay of Work (Apr 1984) | |
| 52.202-1 | Definitions (Jun 2020) | |
| 52.203-7 | Anti-Kickback Procedures (Jun 2020) | |
| 52.203-16 | Preventing Personal Conflicts of Interest (Jun 2020) | |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011) | |
| 52.204-7 | System for Award Management (Oct 2018) | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel (Jan 2011) | |
| 52.212-4 | Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022) | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) | |
| 52.237-3 | Continuity of Services (Jan 1991) | |
| 52.249-8 | Default (Fixed-Price Supply and Service) (Apr 1984) | |
| 52.204-13 | System for Award Management Maintenance (Oct 2018) | |
| 52.229-1 | State and Local Taxes (Apr 1984) | |
| 52.232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) | |

| Clause | Title | Fill-ins (if applicable) |
|-----------|---|--------------------------|
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) | |

Clauses By Full Text

ATF-14 ELECTRONIC INVOICING

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) encourages contractors to invoice electronically. Invoicing electronically saves time, money, and physical storage space for both the Government and the contractor.

Each invoice must be a proper invoice in accordance with Federal Acquisition Regulations (FAR) 32.905(b). The contractor may submit a combined invoice with each ATF contract/order number. The invoice must clearly identify the specific Contract Line Item (CLIN) or item number for which the contractor is seeking payment under the contract/order. If the invoice covers multiple CLINs or item numbers, the invoice must clearly identify specific amounts and activity applicable to each.

Electronic invoices must be submitted to the ATF Contracting Officer's Representative (COR)/POC named in Section G/Section 3.3 of this contract and Financial Management Division (FMD), Finance.Branch@ATF.gov. Electronic invoices will serve as the official, original copy. The e-mail subject line must contain the name of the ATF COR/POC named in Section G/Section 3.3 of the obligation document, the Order/Award number, the Invoice number and Vendor name (i.e.: John Doe_DJAXxxxxxxx_Invoice #xxx_ABC, Inc.). ATF will return to the vendor any invoices that do not contain the correct subject line information.

Contractors who are unable to submit electronic invoices may mail their invoices to the COR/POC named in Section G/Section 3.3 of this contract and FMD address provided below:

Bureau of Alcohol, Tobacco, Firearms & Explosives
Attn: Finance Branch EXPEDITE CONTRACT INVOICE
99 New York Avenue, NE
Mail Drop 4S-288
Washington, DC 20226

(End of Clause)

ATF-17 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the contract, the Contractor shall immediately notify the Contracting Officer and the Contracting Officer's Representative COR(s), in writing, giving pertinent details; provided, however, that this date shall be information only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

(End of Clause)

ATF-19 AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

(End of Clause)

ATF-22 CONFIDENTIALITY OF INFORMATION AND DISCLOSURE

The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, e.g., on a need-to-know basis. There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval from the Contracting Officer (CO). No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the CO. The Contractor is prohibited from releasing to any source, other than the sponsoring activity, any interim, draft and final reports or information pertaining to services performed under this contract until report approval or official review has been obtained. Furthermore, the contractor shall ensure that the cover of all interim, draft and final reports contains the following statement: "The view, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Government position, policy or decision, unless so designated by other documentation."

The Contractor agrees to immediately notify in writing the CO named herein, if it determines or has reason to suspect a breach of this requirement. The Contractor also agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(a) Confidential information, as used in this clause, means (1) information or data of a personal nature proprietary about an individual, or (2) information or data submitted by or pertaining CONFIDENTIALITY to an institution or organization, or (3) information or data pertaining to a law enforcement investigation or operation.

(b) In addition to the types of confidential information described in (a) (1), (2) and (3) above, information which might require special consideration concerning the timing of its disclosure such as draft budget and strategic plans, studies or research, audits, etc.

(c) The CO and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the CO and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the Disputes clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of the disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution, or organization. Confidential information, as defined in (a)(3) shall not be disclosed without the prior written consent of the Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF).

(f) Whenever the Contractor is uncertain regarding the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the CO prior to any release, disclosure, dissemination, or publication.

(g) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State, or local laws.

(End of Clause)

ATF-29 STATEMENT OF WORK/OBJECTIVES, PERFORMANCE WORK STATEMENT or SPECIFICATIONS (March 23, 2009)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Statement of Work (SOW), Statement of Objectives (SOO), Performance Work Statement (PWS) or Specifications and all Section J attachments, as applicable.

(End of Clause)

ATF-50 LIMITATIONS ON SUBCONTRACTING UNDER SMALL BUSINESS SET-ASIDES (May 24, 2019)

In conjunction with the requirements of FAR 52.219-14, *Limitations on Subcontracting*, contractors shall certify the level of subcontracting proposed, prior to award of any portion of the contract set-aside or partially set-aside for a small business or 8(a) participant. Contractors shall also certify the level of subcontracting actually achieved prior to exercising any option period.

(Offerors shall indicate "N/A" for lines that are Not Applicable.)

1) **Services (except construction).** Offeror's/Contractor's proposed contract performance for its personnel shall be: _____ *(must be at least 50%).*

2) **Supplies (other than procurement from a non-manufacturer of such supplies).** Offeror's/Contractor's proposed contract performance for its cost of manufacturing the supplies, excluding the cost of materials shall be: _____ *(must be at least 50%).*

3) **General construction.** Offeror's/Contractor's proposed contract performance, excluding the cost of materials, with its own employees shall be: _____ *(must be at least 15%).*

4) **Construction by special trade contractors.** Offeror's/Contractor's proposed contract performance, excluding the cost of materials, with its own employees shall be: _____ *(must be at least 25%).*

(End of Clause)

ATF-46 Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability - Award (DEVIATION 2015-02) (March 2015)

(a) None of the funds made available by the Department's current Appropriations Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation –

- (1) 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 further action is not necessary to protect the interests of the Government, or
- (2) 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, 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 this further action is not necessary to protect the interests of the Government.

(b) By accepting this award or order, in writing or by performance, the offeror/contractor represents that –

- (1) the offeror is not a corporation convicted of a felony criminal violation under any Federal or State law within the preceding 24 months; and,
- (2) the offeror is *not* a corporation that has any unpaid Federal or State 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.

(End of Clause)

ATF-47 CONTRACTOR INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR RESTRICTING REPORTING OF WASTE, FRAUD, AND ABUSE (Deviation 2015-02) (March 2015)

By accepting this award or order, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Clause)

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):

www.acquisitions.gov

[Insert one or more Internet addresses]

(End of clause)

Section I Contract Clauses (FAR Clauses Required Depending on Solicitation/Contract)

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders- Commercial Products and Commercial Services (Dec 2022)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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).

X (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).

X (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.

X (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).

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

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

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

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

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

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

___ (27) 52.222-3, Convict Labor (June 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 (Sept 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 (July 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 (July 2014) of 52.222-36.

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

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

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

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

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

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

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

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

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

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

___ (ii) Alternate I (Oct 2015) of 52.223-13.

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

___ (ii) Alternate I (Jun 2014) of 52.223-14.

- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 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).
- ☒ (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.]

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

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

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

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

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

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

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

__ (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 (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, 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)

Section 4 - List of Attachments

Section 4 - List of Attachments

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Attachment A - Statement of Work (Pages 1 - 6)

Section 5 - Solicitation Provisions

Provisions By Full Text

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that--

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

(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)

Section K Representations, Certifications and Other Statements of Offerors

ATF-44 Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse - Solicitation (DEVIATION 2015-02) (March 2015)

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors 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. By submitting a response to this solicitation, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm-Fixed-Price Contract [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.].

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

(End of provision)

Section L Instructions, Conditions and Notices to Bidders

PROPOSAL SUBMISSION

- (a) To be considered for selection, the Offeror must submit a complete response to this Request for Quote (RFQ) using the sequence and format provided herein. All pages must be identified with the Offeror's name and Solicitation number.
- (b) For the electronic submission, the offer/quote shall be in uncompressed files submitted *via* email.
- (c) The electronic version of the text shall be in Microsoft Word or Adobe Acrobat Portable Data Format (PDF).
- (d) Information shall be confined to the appropriate section to facilitate independent evaluation. The technical quote should be clear and concise, logically assemble, numbered, indexed and cross-indexed to applicable parts of the RFQ as appropriate. The page limits shall include any diagrams, figures, tables, or reference material.

FORMAT

- (a) **Submissions.** Submissions shall be on 8 ½" x 11" (with no fold-outs) white paper and printed only on one side of the paper. The text shall have 1" margins on all sides, be single-spaced; font style Times New Roman; font color black; and font size 12. Illustrations (e.g., graphics figures, graphs, and tables) shall be in portrait format with font colors other than black allowable and font sizes 12, 10, and 9 are considered acceptable. The Offeror's company name (no logos), the date, solicitation number, section shall be included on each page of the proposal/offer (may be included in a header/footer). All pages of the proposal/offer shall be numbered, using a uniform-paragraph-numbering system. Page numbers, headers and footers may be outside the page margins, and are not bound by the font, color and point-size requirement. Information not contained within the above limitations will not be evaluated.
- (b) The Offeror shall present all information relevant to each factor in the appropriate section. The Offeror shall insert its company's name in the filename. At the end of each section, the Offeror may include any "Exceptions" that they take with the requirements, constraints, and terms and conditions. Any exceptions taken shall clearly identify the RFQ Section, paragraph, and requirement/objective, constraint, or terms and conditions to which exception is being made and include appropriate supporting rationale for each exception. The Government is not obligated to accept such exceptions to the RFQ, and these may render the Offeror's quote unacceptable. Offeror's must submit four separate volumes listed below:

(c) Requirements

| Section | Section/Tab Title | Number of Hard Copies (if mailed) | Page Limits |
|---------|---|-----------------------------------|-----------------------|
| I | Introduction (Table of Contents, Executive-Level Summary, Corporate Qualifications), ORCA Certification or other Certifications and Representations | 1 | 10 |
| II | Technical Quote | 1 | 10 |
| III | Past Performance | 1 | 3 Pages per Reference |
| IV | Price | 1 | 1 |

CONTENT

3.1 Section I – The Offeror is requested to provide the below information.

3.1.1 Introduction & Table of contents for easy reference.

3.1.2 Executive-Level Summary. Provide a letter formally transmitting the offer/quote. Identify the name, address, e-mail address, telephone and facsimile transmission number of the person(s) whom has the contractual authority and can be contacted concerning any questions about this offer/quote. Also, include the following as attachments to the letter:

(a) A document containing the following information:

- Name, address, telephone number, facsimile number, e-mail address, and cage code of the contractor and of any corporate affiliate at which work is to be performed.

- The Offeror shall demonstrate its technical capability and past performance, as well as that for all quoted subcontractors or team members, in performing tasks similar to those identified in the Statement of Work (SOW).

3.1.3 Section I - ORCA Certification in accordance with FAR Part 52.212-3. This tab shall contain a completed copy of your company's ORCA Certification or proper Unique Entity ID (UEI) Number that will allow the government to download your ORCA information.

3.1.4 Section I - Exceptions/Alternatives (Terms and Conditions).

(a) Offerors are cautioned that they take exception to any Terms and Conditions of the solicitation at their own risk. The Government may, at its option, reject an offer/quote which contains any such exceptions.

(b) Nonetheless, any exception taken by the Offeror, at its own risk, shall be identified in this tab. The Offeror shall clearly identify the paragraph and term or condition to which the exception is being made and include appropriate rationale for any such exception.

(c) Suggested, optional wording changes (to include clarifications and addenda) to any terms and conditions of the solicitation shall be identified in this part. The Government may at its option accept or reject any such changes. If accepted, it may be necessary to amend the solicitation and to discuss the changes with other Offerors.

(d) Third party providers should include the additional information requested in (e) below. Failure to provide the information with your quote may deem your quote non-responsive.

(e) THIS IS NOT A SOLICITATION FOR EVENT PLANNING SERVICES. FOR A QUOTE SUBMITTED BY AN OFFEROR THAT IS NOT A HOTEL, THE OFFER SHALL SUBMIT A TECHNICAL QUOTE FOR EVALUATION WHICH DESCRIBES THE OFFEROR'S TECHNICAL CAPABILITY FOR PROVIDING THE REQUESTED SERVICES AS THE PRIME CONTRACTOR. AN OFFER WHICH REQUIRES THE GOVERNMENT TO EXECUTE A SEPARATE AGREEMENT WITH A THIRD PARTY HOTEL SHALL BE DEEMED TECHNICALLY UNACCEPTABLE.

(f) If no exceptions are taken, the Offeror shall include the following statement in this part of the proposal: ***"[Name of Offeror] takes no exception to any terms and conditions of Solicitation No. 15A00023Q00000046.***

3.1.5 Section I Contractor must register under North American Industry Classification System (NAICS) number 721110 Hotels (except Casino Hotels) and Motels within the Systems Award Management (SAM) database).

(a) When so required by FAR Part 44, the offeror's quote shall identify all subcontracts/consultant arrangements proposed. Specifically, the following information shall be provided to the Contracting Officer:

(1) Company name of each subcontractor, or the individual name in the case of independent consultants;

(2) Names of each subcontractor corporate officers;

(3) Name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and

(4) Scope of work to be performed by each subcontractor/consultant.

(b) Throughout the term of this contract, the Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions or changes in subcontract/consultant arrangement entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the above-specified items of information for any subcontract /consultant arrangement that the Contractor proposed subsequent to contract award. The government may consider revision to this requirement if the contractor has a government approved purchasing system in accordance with FAR Part 44.

(c) ATF reserves the right to request the contractor to terminate any subcontractors, individual subcontractor employees, subcontractor principals, or consultants, for malfeasance or other appropriate cause (e.g., theft, criminal record(s), ties to organized crime, etc.).

(d) The provisions of this clause do not preclude any requirements regarding subcontracts that may be set forth elsewhere in this solicitation/contract.

(e) Complete applicable blocks on the cover sheet, SF 1449. Indicate your DUNS number in Block 17a.

3.2 Section II – Technical Quote

3.2.1 The offeror is to thoroughly address its Technically Acceptable in meeting the requirements of the Statement of work.

3.2.2 Offeror shall provide narrative description demonstrating ability to meet Section 4.0 **APPLICABLE DOCUMENTS - 4.1 Compliance Documents** under the Statement of Work.

3.2.3 Offeror shall provide narrative description demonstrating ability to meet Section 5.0 **REQUIREMENTS - 5.1 Lodging Facility and Must have amenities of ATF's assigned rooms** under the Statement of Work.

3.3 Section III – Past Performance

3.3.1 Relevant (within 3 years) past or present performance for a similar requirement.

3.3.2 The Government may also consider information obtained through other sources. Past Performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort. In this section the Offeror will include demonstrated and relevant corporate experience, including subcontractors and teaming partners, in performing projects requiring the type of services solicited.

3.4 Section IV – Price

3.4.1 Though price is not rated, price reasonableness will be determined by the contracting officer.

Issuance of this solicitation does not constitute an award commitment on the part of the Government. This request does not commit the Government to pay for costs incurred in the submission of a quote or for any other costs incurred prior to the execution of a formal contract unless specifically authorized in writing by the Contracting Officer. Attention is directed to the fact that a Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds should a contract result by reason of a response to this request for quote.

Section M Evaluation Factors for Award

SECTION M - EVALUATION FACTORS FOR AWARD

52.212-2 EVALUATION – COMMERCIAL ITEM

(a) The Government will award a contract resulting from this solicitation to the responsive, responsible, offeror whose offer/quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government intends to award a single contract to an offeror whose quote is determined to be the lowest priced technically acceptable based on the following evaluation factors:

Factor 1 - Technical Acceptable - Technical Quote will be evaluated to determine the likelihood that the Government's requirements in the Statement of Work can be achieved.

Factor 2 - Past Performance - The Government will review the past performance information provided by the offerors in their proposal and any other past performance information independently uncovered. The Government will first determine if the past performance information is relevant to the instant action (similar in size, nature and complexity) and is recent (within the last three years).

Factor 3 - Price - Price will be evaluated to determine if the offerors proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). Unreasonably high or unrealistically low proposed prices may be grounds for eliminating a proposal from consideration.

(b) The offeror must provide information in sufficient detail to permit a complete and accurate evaluation of the previous factors. All non-priced factors will be evaluated on an "Acceptable" or "Unacceptable" basis. An offeror must receive an "Acceptable" rating

for all non-price factors to be considered for award. All offerors that are given an “Acceptable” rating on both technical and past performance will then be evaluated on price.

Technical Acceptable/Unacceptable Ratings

| |
|--|
| Acceptable: Quote clearly meets the requirements of the solicitation. |
| Unacceptable: Quote does not clearly meet the requirements of the solicitation. |

Past Performance Evaluation Ratings

Acceptable: Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.

Unacceptable: Based on the offeror’s performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.