

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 116	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>W56ZTN22R0005</b>	
6. SOLICITATION ISSUE DATE <b>09-Dec-2022</b>		7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>TEDDY T. THOMAS</b>		b. TELEPHONE NUMBER (No Collect Calls) <b>(217) 553-3551</b>	
8. OFFER DUE DATE/LOCAL TIME <b>10:00 AM 10 Jan 2023</b>		9. ISSUED BY CODE <b>W56ZTN</b>  ACC-APG - GARRISON DIVISION (W56ZTN) ACC-APG GARRISON DIVISION BLDG 6001 6565 SURVEILLANCE LOOP ABERDEEN PROVING GROUND MD 21005-3013  TEL: FAX:		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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: <b>212393</b>  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: <b>500</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE					
<b>SEE SCHEDULE</b>							
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		<b>SEE SCHEDULE</b>					
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)				PAGE 2 OF 116	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					
DRAFT					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS) PROPANE SUPPLY AND SERVICE  
ABERDEEN PROVING GROUND, MARYLAND  
11 JANUARY 2022**

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**1.0 Introduction.** This is a supply contract to provide bulk propane delivery. The Government will not exercise any supervision or control over the contract service providers. The Contractor shall perform to the standards specified in this Performance Work Statement (PWS). Contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government the Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary as defined in this PWS.

1.1 Background. Aberdeen Proving Ground (APG) in Maryland, and is spread-out in four locations to include APG North, APG South Edgewood, Adelphi Laboratory Center, and Blossom Point and consists of approximately 75,580 acres and 1,702 buildings. The workforce has more than 23,000 military, civilian and contractor employees who are responsible for numerous technical achievements in military intelligence, medical research, engineering, and computer technology. There are approximately 2,000 resident family members. APG - Directorate of Public Works (DPW) operates and maintains facilities, structures, utilities, roads, and all the related equipment located on APG. DPW currently has inventoried approximately 4,445 facilities, structures, utilities, and land, identified at over 30,000 separate locations with over 25,000 pieces of equipment. DPW provides the following programs and services: facility operations and maintenance, design, construction, utility and energy conservation, recycling; solid waste management, custodial services, landscaping, and environmental, safety and occupational health. DPW serves over 80 Garrison Supported Organizations (GSO) with over 16 million square feet of space.

1.2 Objectives. The Contractor shall ensure all work accomplished during performance of this PWS meets all applicable Federal, State, and local laws, regulations, and directives to include, but not limited to, the publications in Section 7, Related Documents.

The contractor shall provide propane fuel, propane tanks (if applicable), and Maintenance/Repair. The contractor shall determine the propane usage frequency, respond to emergency gas leak request, respond to unscheduled / unplanned delivery requirements, deliver / offload the propane fuel, and provide delivery meter tickets in accordance with OSHA Standard 1910.110 Storage and Handling of Liquefied Petroleum Gases. **Services will be provided to the facilities listed in the Technical Exhibit (TE) 1. Individual account delivery address will be provided to the contractor within five (5) working days after contract is awarded.**

The Contractor shall compile historical data, prepare required reports, and submit all information as specified by the Deliverables presented in the contract. The Contractor shall ensure all work tendered to the Government for acceptance in support of mission requirements conform to the measurable performance standards of quality, timeliness, and quantity specified in the PWS. Work requirements are performance-based and results-oriented. The Contractor shall determine the best and most cost-effective ways to fulfill bulk propane delivery and their component needs, emphasizing innovation and commercial best practices.

1.3 Climatic Conditions. The average annual rainfall is 42.87 inches; with the wettest months being June - September. The average annual snowfall is 18 inches, with snowfall expected during the months of November to March. The average frost-free period (growing season) during the year is about 215 days. The first killing frost may be expected about October, and the last killing frost generally occurs in April. The average annual maximum and minimum temperatures are approximately 65.2° - and 45.4° degrees Fahrenheit, respectively. Monthly normal temperatures range from a low of 24.7°F degrees in the month of January to a high of 86.7°F

degrees in the month of July. Summer temperatures often reach 84.8°degrees Fahrenheit, while sub-freezing weather is common during the winter months.

1.4 Facility Access. The Contractor shall ensure access to all fire detection and suppression systems in case of emergencies or for other Fire Department purposes. The Contractor shall inform the Fire Department point-of-contact (POC), of outages that will impact the function of the fire system, or of any special problems or circumstances which require Fire Department inspection. The Fire Department will reset alarm systems to operational status.

1.5 Traffic Flow. The Contractor shall maintain the free flow of traffic during surfaced area maintenance. The Contractor shall notify the Contracting Officer (KO), in writing, a minimum of fourteen (14) calendar days in advance of any scheduled closure of streets. Emergency road closures shall be coordinated with the Contracting Officer Representative (ACOR).

1.6 Drainage. N/A

1.7 Restoration of Landscape Damage. The Contractor shall restore trees or other landscape features damaged by the Contractor's operations at no additional cost to the Government. The COR/ACOR will decide the method of restoration for trees or whether damaged trees will be removed.

## **2.0 Requirements.**

### **2.1 Description of Services.**

The purpose of this contract is to provide Aberdeen Proving Grounds (APG), North, South and Churchville area, with the supply of an estimated annual amount of 230,000 gallons of propane to 93 various sized tanks. As a result of new construction and demolition the government may periodically need to change the number of tanks on post. The supply of propane is required for heating, cooking, and mission related functions. See Technical Exhibit (TE) 1.

2.1.0 PROPANE SUPPLY: The contractor shall provide auto-fill of propane through the entire calendar year to all propane tanks listed on TE 1, unless otherwise indicated as "on request". Those indicated as "On Request" shall be filled within one (1) workday of COR notification. The contractor shall deliver and offload propane fuel in accordance with Department of Transportation (DOT), Occupational Safety & Health Administration (OSHA) Standard 1910.110, and National Fire Protection Association (NFPA) 58. Most facilities only require propane during the normal heating season (fall, winter, and spring); while some will require deliveries during the summer. Upon request, the Government will provide the contractor all available historical information.

The Contractor shall ensure that all facilities have sufficient propane during seasonal scheduling. The Contractor shall be held liable for damages to Government property and shall maintain sufficient propane levels for each tank. In the event of tank runouts, the tanks shall be serviced within four (4) hours of COR notification. Each Monday, the Contractor shall provide the COR with a tentative schedule for locations listed on TE-1.

Area Maps: The Government will provide the Contractor with addresses for the propane tanks upon contract award; Local Area maps for propane tank locations are available upon request;

the Contractor must sign a disclaimer statement prior to receiving maps. The Contractor shall submit a request for the map through the assigned COR/ACOR.

**2.1.0.1 INSTALLATION OF ADDITIONAL PROPANE TANKS.** The Contractor may be required to install propane tanks at additional locations on APG not presently served by propane. The contractor shall furnish all labor, material, equipment, supplies and piping when installing new tanks in accordance with OSHA Standard 1910.110 and National Fire Protection Association (NFPA) 58. New tanks shall adhere to DOT and American Fire Protection Association (NFPA) 58. New tanks shall adhere to DOT and American Society of Mechanical Engineers (ASME) standards as applicable. The Government shall provide a concrete pad with an adjacent gas line stub-out or suitable concrete footings. The contractor shall install tank, additional piping, fill valve, relief valve, service valve, fixed liquid level gauge, float gauge, vapor return valve, liquid withdrawal valve, and any other valves or gauges on or in the tank, as required. The contractor shall pressure test the new system prior to the introduction of gas in accordance with National Fuel Gas Code 54 & Liquefied Petroleum Gas Code 58 and provide documentation. NOTE: The Installation of Additional Propane Tanks will be invoiced for tracking/accountability against TE-1, with no associated cost.

**2.1.0.2 PROPANE TANKS REPLACEMENT IF (APPLICABLE).** The replacement of non-serviceable or safety issue propane tanks shall be coordinated through the COR. Tank replacement shall be kept a minimum to avoid disruption to customers and mission. The contractor shall be responsible for all labor, material, and equipment for tank replacement with no associated cost to the Government. The contractor shall follow OSHA Standard 1910.110 and Liquefied Petroleum Gas Code 58 during tank replacement. New tanks shall adhere to DOT and ASME standards as applicable. All propane tank transitions shall be completed as the tanks' propane fuel reaches a minimum tank level as determined by the COR. The contractor shall remove all liquefied petroleum gas from the designated tank and flare off remaining propane vapor. All liquefied gas removed shall become the property of the contractor. The contractor shall provide a credit, less any removal or pump-out fees, to the Government for the reclaimed liquefied propane gas. The contractor shall submit to the COR, certified meter readings showing the amount of propane recovered.

**2.10.3 REMOVAL OF PROPANE TANKS.** The contractor may be required to remove propane tanks that are no longer required. The contractor shall remove all liquefied petroleum gas from the designated tank and flare off remaining propane vapor. All liquefied gas removed shall become the property of the contractor. The contractor shall provide a credit, less any removal or pump-out fees, to the Government for the reclaimed liquefied propane gas. The contractor shall provide certified meter readings showing the amount of propane recovered. The contractor shall properly cap the gas line after removing the gas line connection back to the gas line stub-out. The contractor shall remove and properly transport the empty tank from the site in accordance with all Federal, State and Local laws.

**2.1.0.4 PROPANE TANK EQUIPMENT REPAIR (Troubleshooting, Regulators, Lines, and Accessories).** The Contractor shall provide Propane Tank Equipment Repair as found during on-spot inspections during deliveries and upon request by the COR. The Contractor shall notify the COR if any equipment is faulty and requires replacement or repair. Only the COR can approve equipment repair/replacement NOTE: The Contractor is responsible to replace/upgrade any equipment that does not meet DOT, ASME, or NFPA standards/regulations regulators) with no associated cost the Government.



2.1.0.5 PROPANE EMERGENCY SERVICES: The contractor shall respond within four (4) hours of notification from the COR to an emergency notification. An emergency call may consist of a leaking government or contractor owned tank, no heat, or mission essential buildings running out of propane.

2.1.0.6 PROPANE FUEL PRICING: For each gallon of propane delivered, the contractor shall be paid based on the actual U.S. Energy Information Administration (EIA) per gallon opening price on that day of delivery plus the contractor's proposed per gallon coefficient markup. (See para. 2.1.0.7) The contractor shall use the following example for calculation. (EIA U.S. Energy Information Administration per gallon opening price from 7 January 2022; for purpose of this solicitation the price is (\$1.300) + (Contractor's markup per gallon)) X 100 gallons. URL TO EIA: weekly U.S. Propane Wholesale/Resale Price (Dollars per Gallon) (eia.gov) Note: The EIA per gallon price listed in the calculation above is only being used to compute your price for this solicitation. During the life of this contract, the EIA per gallon price will fluctuate; as a result, the Contractor shall be paid based on the actual price listed in the EIA on the day of delivery plus the Contractor firm fixed price markup.

2.1.0.7 COEFFICIENT MARKUP PRICING: For each gallon of propane delivered, the contractor shall be paid based on the actual U.S. Energy Information Administration (EIA) per gallon price on the day of delivery plus the contractor's proposed per gallon coefficient markup. The contractor's markup shall cover costs associated with delivery of propane on a per gallon basis. The proposed markup may include, but is not limited to, such items as labor, transportation, environmental fees, overhead, and profit cost elements. Failure to provide the price breakdown may render your offer ineligible for award for the markup. An escalation percentage will be added to the base years firm fixed coefficient markup for exercised option years. For purpose of this solicitation, the markup shall show all items and fees to show the full markup price, as in the sample format below: **The Estimated Quantities of Propane each year is 230,000 gallons, Estimated Tank Removal is (10), and the Estimated Tank Repair is (10).**

<b>Firm Fixed Coefficient Markup:</b>	
Freight	\$ 0.0000
Delivery Cost	\$ 0.0000
PERC Fee	\$ 0.0000
Markup	\$ 0 .0000
Other (explain)	\$ 0 .0000
Other (explain)	\$ 0 .0000
<b>Total Coefficient Markup</b>	<b>\$ 0 .0000</b>

2.1.0.8 PROPANE TANKS. The propane tanks listed on TE 1 are owned by the current propane provider, except for those marked as "G" - Government owned. The Government assumes no liability concerning the integrity of the propane tanks located at APG. The contractor shall maintain the propane tanks in accordance with OSHA Standard 1910.110 and NFPA 58. All propane tanks/cylinders shall display required State and Local safety markings and display the Contractor's contact information. Contractor-owned cylinders shall be a neutral color, ex white, silver, or gray. Contractor-owned equipment shall remain in good operating condition and appearance, in accordance with Industry Standards. The Contractor is responsible for conducting routine maintenance on their own tanks at no addition charge to the Government. At the direction

of the COR, the contractor shall paint tanks that are fading or has peeling paint. The contractor shall furnish new propane tanks that require an alarm switch, regulator, valves, adaptors, level indicator and other devices or connections required for proper tie-ins with the gas system. The Government shall maintain all Government owned tanks and appurtenances.

**2.1.0.9 NOTIFICATION OF ENVIRONMENTAL SPILLS.** The contractor shall, immediately, report any spills or releases of any un-permitted substance, hazardous, or hazardous waste into the environment to the Fire Department, and the COR. The contractor shall be liable for the costs of clean up and remediation of any spills or the release of such substance into the environment. The government shall provide the contractor reasonable amounts of electricity and water.

**2.1.0.10 REPORTS AND RECORDS.** The contractor shall provide signed electronic delivery meter tickets to the COR each week, for each facility propane tank filled during that week. The tickets shall include, at a minimum: the contract number, the account number, date/time of delivery, description of item, the quantity, in gallons, and the building number. The contractor is responsible for submitting the correct information on each delivery ticket. Tickets that are submitted incorrectly will be rejected and the Government will reject payment. The contractor shall immediately notify the Contracting Officer (KO) and the COR of any dangerous or unsafe conditions observed during delivery and offload of the fuel.

**2.1.0.11 SECURITY:** All contractors employees require APG access to enter the Installation while performing under this contract. Contractors must register under the AIE online to obtain APG North and South Pass access <https://pass.aie.army.mil/apg>. Contractor will provide a written document or email of all employees upon receiving Installation Access Passes. AIE pass must be obtained NLT 30 days of contract award. Follow-on renewals will be submitted to COR within 5 business days. Contractor must also obtain APG North and South ATC Badge access for Controlled Areas, (see para 2.1.0.1.2 Controlled Area). ATC Badge forms shall be obtained through the COR within 30 days of contract award, the contractor shall submit all forms for security badges for all employees that will be entering post.

**2.1.0.12 CONTROLLED AREA BADGES.** The Government shall furnish Restricted Area Badges to all authorized contractor employees with a validated need to access the secure areas in performance of propane delivery and maintenance services. The contractor shall coordinate the required request for restricted area badges with the COR. The Contractor is NOT authorized to take any pictures on APG Installation areas.

**2.1.0.13 PERSONNEL:** All drivers must have Hazardous Material Training and CDL licenses to deliver propane and propane materials on post. Upon award of contract the contractor shall provide a list of all delivery drivers who will deliver the required propane and maintenance, to the COR. While on post, all contractors' employees shall remain professional and abide by all APG rules and regulations.

**2.1.0.14 CONTACTS:** Upon award of the contract, the contractor shall schedule a Coordination Meeting with the COR, five days after award of the contract. The contractor shall provide a 24-hour emergency contact phone number and an office contact sheet consisting of name, position, telephone landline, cell phone number and email address to the COR, at the Coordination Meeting.

2.1.0.15 VEHICLES: The contractor shall supply all vehicles required to perform under this contract. All metered trucks shall be in accordance with all federal, state and local codes to deliver and haul propane and propane materials. Vehicles with accident surveillance cameras shall not be permitted on APG Installation.

2.1.1 General Information.

2.1.2. Period of Performance (POP) Base Year and four (4) Option periods will be determined at the time of Contract award.

2.1.2.1 Place of Performance and Hours of Operation.

2.1.3 Place of Performance. The work to be performed under this contract will be performed at the locations in TE-1.

2.1.3.1 Hours of Operation. The Government's regular (normal) hours are from 0700 – 1600 hours, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall perform the efforts of this contract during regular hours.

2.1.3.2 Federal Holidays. The Contractor shall not schedule any efforts of this contract on the Federal public holidays listed below. Holidays occurring on weekends will be observed as directed by the Federal calendar (5 U.S.C. 6103)

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day
Independence Day	

2.1.4 The Contractor shall provide personnel support, as required, within six (6) hours of notification outside the normal hours of operation, including holidays, to support the Directorate of Public Works (DPW) mission. Prior to performance of services outside the locally established hours of operation, the Contractor shall request and obtain, in writing, approval from the KO. The Program Manager shall be available after normal hours to serve as the central point of contact for Contractor operations. Contractor personnel shall not be scheduled for overtime work.

2.1.4.1 Installation Closures. When an unforeseen installation closure occurs on a regularly scheduled workday, the Contractor shall:

- a. Reschedule the work to be performed the following day unless the following day is a Saturday, Sunday, a legal public holiday, and when routine work is not scheduled for that day; or
- b. Reschedule the work on any day mutually agreed upon by the contractor and the government.

2.1.4.2 Inclement Weather Delay. The COR will notify the Contractor of an Installation closer that hinders services. If the Contractor determines the weather conditions are unsafe to continue operations on any working day, the Contractor shall notify the COR, within four (4) hours, if the

inclement weather will suspend operations. When the severe weather clears, the Contractor shall resume operations with COR approval. After COR provides clearance to continue operations, the contractor shall provide the propane supply delivery within 4 hours, if it is within normal hours of operation; if outside normal hours of operations, the contractor shall deliver the propane supply on the next duty day.

2.1.5 Travel/Temporary Duty. N/A

2.1.6 Emergency Services. N/A

2.1.6.1 The Contractor or their employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor shall notify the KO or COR/ACOR immediately, but not later than (NLT) two (2) hours of the incident.

2.1.6.2 The Contractor shall be responsible for the emergency medical treatment services for Contractor personnel.

2.1.7 Contract Administration and management.

2.1.7.1 Post Award Conference/Performance Evaluation Meetings. The Contractor shall attend the post award conference convened by the contracting activity in accordance with FAR Subpart

42.5. The KO and COR/ACOR will meet quarterly with the Contractor to review the Contractor's performance. Written minutes of meetings will be recorded by the Government and signed by both the Program Manager and the KO. The written minutes will be distributed within five (5) workdays after the meeting. If the Contractor does not concur with any portion of the minutes, recorded by the Government, the non-concurrence shall be provided in writing to the KO within two (2) calendar days following receipt of the minutes.

2.1.7.2 Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination and cooperation between the Government and the Contractor.

2.1.7.3 The following provides the roles and their respective authority during the performance of the contract:

2.1.7.3.1 Contracting Officer (KO). The KO is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely with the KO. In the event the Contractor makes any change at the direction of any person other than the KO, the change shall be considered to have been made without authority and solely at the risk to the Contractor. The KO shall provide all contract administration communications pertaining to contractual administrative matters. No changes in or deviation from the terms and conditions shall be affected, without a written modification to the contract, executed by the KO. The KO will approve all submittals and plans required in this PWS.

2.1.7.3.2 Contracting Officer's Representative (COR). The KO will appoint a COR during the performance of this contract. Additional Government personnel may be assigned to assist in contract oversight IAW AR 70-13, *Management and Oversight of Service Acquisitions*. Other surveillance personnel may be designated as COR or ACOR, and shall be trained and appointed

IAW DoDI 5000.72, *DoD Standard for Contracting Officer's Representative (COR) Certification* and DFARS 201.602-2. The ACOR shall be appointed by the KO and will serve as an on-site representative of the COR in performance of actual contract surveillance. The COR/ACOR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems. The COR/ACOR will perform IAW the responsibilities and duties identified in the appointment letter.

2.1.7.3.2.1 COR Authority. A letter of designation will be issued to the COR/ACOR by the KO. A copy of the letter will be sent to the Contractor. The letter of designation states the responsibilities and limitations of the COR/ACOR, especially with regard to changes in cost, price estimates, or changes in delivery dates. The COR/ACOR is not authorized to change any of the terms and conditions of the contract to include changes affecting cost, quantity, or schedule of any order issued under this contract.

2.1.7.3.3. The Contractor shall not in any way represent the United States (U.S.) Government or represent that it has authority to contract or procure supplies for the account of the United States of America (USA).

2.1.8 COR/ACOR Functions. The COR/ACOR monitors all technical aspects of the contract and assists in contract administration. The COR/ACOR is authorized to perform the following functions: monitor contractor performance to ensure the Contractor performs the technical requirements of the contract; perform regular inspections; maintain written and oral communications with the Contractor to ensure technical aspects of the contract are clarified and completed; issue written interpretations of technical requirements; monitor, document, and report Contractor's performance and notify both the KO and Contractor of any deficiencies; coordinate availability of Government-Furnished Property, and coordinate site entry of Contractor personnel.

2.1.9 Quality Control (QC). Quality Control is the responsibility of the Contractor. The Contractor shall provide a Quality Assurance Surveillance Plan (QASP) five (5) business days before contract start. The Contractor shall provide and maintain a (QASP) that is acceptable to the KO. Changes to the Contractor's (QASP) shall be submitted to the KO for review and approval within five (5) business days prior to implementation.

2.1.10 Subcontract Management. Subcontractors shall meet the same requirements as outlined in the PWS. Subcontractors shall submit all required documentation to the Prime Contractor.

2.1.11 Contractor Employees.

2.1.11.1 Key Personnel.

2.1.11.1.1 The Contractor shall provide a Program Manager (PM) who is responsible for the performance of the work. The PM shall have full authority to act for the Contractor on all contract matters relating to daily operation of the contract. The PM shall have a minimum of three years (3) years' experience of Liquefied Petroleum Gas services and one (1) year of management experience. The name and contact information of the PM shall be provided by the Contractor to the KO upon Contract award. The PM shall be available between 0700-1600 hours, Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons. The PM and any individuals designated as key personnel shall be able to understand, speak, read, and write the English language.

2.1.11.1.2 Certain administrative personnel will require a Common Access Card (CAC) to access Government systems. CAC permits installation access to all contract employees. These persons shall have, at a minimum, a favorable National Agency Check (NAC).

2.1.11.1.3 All Contractor employees shall be legal U.S. residents. The Contractor personnel shall be able to communicate clearly in the English language.

2.1.11.1.4 Qualification Standards. The Contractor shall inspect, repair, and maintain systems and components associated with facilities listed in real property records as required throughout this contract utilizing properly trained, skilled, and qualified employees or subcontractor personnel. The Contractor shall provide objective evidence of key personnel qualifications and years of experience (para.2.1.0.13 & 2.1.11.1.1) to the KO for review and acceptance.

2.1.11.1.5 Contractor Identification. The Contractor shall ensure all personnel be identified as a Contractor to distinguish themselves (e.g., badge, company logo, or uniform) from Government employees. The Contractor shall ensure all correspondence and reports produced are marked as Contractor products or that Contractor participation is disclosed.

2.1.11.1.6 Standards of Conduct. The Contractor's employees' conduct shall not reflect discredit upon the Government. The Contractor shall ensure all personnel present a professional appearance while working on the Government installation. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substances. The Contractor shall ensure all Contractor employees, providing services under this contract, conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove, from the job site, any employee for reasons of misconduct or security. The Contractor shall ensure employee conduct complies with 41 USC 423, *Procurement Integrity*. The Contractor shall also ensure that no Contractor employees conduct political related activities or events on the installation.

2.1.11.1.7 Contractor Hiring Restrictions. The Contractor shall not hire or sub-contract with off duty or former Government employees whose employment would result in a conflict with AR 600-50, *Standards of Conduct*.

2.1.12 Business Relations. The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement of this PWS. The Contractor shall manage the timeliness, completeness, and quality of problem identification to a degree acceptable to the Government. The Contractor shall provide to the COR/ACOR corrective action plans, timely identification of issues, and effective management of subcontractors within (30) days or at a mutually agreed upon date. The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

2.2 Coordination. The Contractor shall schedule and coordinate with the COR/ACOR to minimize disruptions to the facility mission.

2.3 Special Requirements.

### 2.3.1 Security

2.3.1.1 Access and General Protection/Security Policy and Procedures. The Contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and local security policies and procedures. The Contractor workforce shall comply with all personal identity verification (PIV) requirements as directed by Department of Defense (DOD), Headquarters Department of the Army (HQDA), and local policy. The COR/ACOR will request changes in Contractor security matters or processes if the Force Protection Condition (FPCON) on the installation or at any individual facility changes.

2.3.1.2 Motor Vehicle Operators. Contractor's personnel, whose tasks involve operation of any motor vehicle, shall possess a valid driver's license, certificates, and permits applicable for the type and class of vehicle being operated.

2.3.1.3 Contractor Vehicle Registration. N/A

2.3.1.4 The Contractor shall provide all information required for background checks to meet installation access requirements, the background checks shall be accomplished by the installation Provost Marshall Office, Director of Emergency Services, or the Security Office.

2.3.1.5 Physical Security. N/A

### 2.3.2 Security Training.

2.3.2.1 iWatch Training. The Contractor shall brief the local iWatch program (training standards provided by the RA's Anti-Terrorism Officer (ATO)) to all the Contractor's employees and associated subcontractors. This training is used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR/ACOR. The Contractor shall complete the training within thirty (30) calendar days of contract award, new employees will complete the training within five (5) calendar days of commencing performance. COR will provide iWatch training slides within five (5) business days of contract award.

2.3.3 Safety. The Contractor shall safeguard and maintain all Government and Contractor property, as well as provide for the safety and well-being of personnel employed under this contract. The Contractor shall comply with AR 385-10, *The Army Safety Program*.

2.3.3.1 Safety Plan. The Contractor shall develop and implement a safety program for its employees. The Contractor shall submit the Safety Plan to the KO for review and acceptance within ten (10) days of commencement of work. Revisions shall be submitted five (5) calendar days prior to the effective date of change.

2.3.3.2 Occupational Safety and Health. The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) standards. The Contractor shall comply with all applicable Federal, State, and local laws, regulations, and directives.

### 2.3.4 Training, Physical Requirements, or other Expertise Required.

2.3.4.1 The Contractor shall ensure all Contractor's employees and associated subcontractors are certified or licensed in the specific areas required by the State of Maryland. The Contractor shall ensure employees are certified or licensed in the appropriate

Environmental Protection Agency (EPA) areas required. The Contractor shall ensure all required documentation of certification or licensure for Contractor personnel are filed with the COR/ACOR within twenty-four (24) hours prior to employees commencing performance.

#### 2.3.5 Environmental Requirements.

2.3.5.1 Green Procurement. Section 6002 of the *Resource Conservation and Recovery Act of 1976* (RCRA) requires the use of recycled and recovered products identified in the EPA's Comprehensive Procurement Guidelines.

2.3.5.2 The Contractor shall use these recycled or recovered products unless they cannot be procured within a reasonable period of time not to exceed seven (7) calendar days; at prices not to exceed five (5) percent of prevailing rates; or the product(s) does not meet technical or performance standards. EPA Guidelines are the minimum requirement. The Contractor shall use materials and products commonly used in industry. The Contractor shall maintain records and submit an annual report to the COR/ACOR, along with the annual certification required by FAR 52.223-9 (*Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items*), upon completion of the base year and each option year.

2.3.5.3 Environmental Compliance. The Contractor shall comply with all Federal, State, local, and installation environmental laws, rules, plans, and policies. The Contractor shall use and store all materials, chemicals, and equipment used in the performance of services completed on the installation in accordance with industry standards, local, State and Federal laws, and in accordance with the manufacturers' recommendations. The Contractor shall be financially responsible for all fines and associated costs for hazardous waste management, transportation, and disposal of waste due to the Contractor's non-compliance. The Contractor shall submit Safety Data Sheets (SDS) for approval on all materials, five (5) days before delivery of the material, to the COR/ACOR. The Contractor shall provide, upon request from the COR/ACOR, all required data to meet environmental-mandated reporting requirements (e.g., air emission data, hazardous material storage/usage, herbicide/pesticide usage, solid/hazardous waste generation). The Contractor shall provide data to meet reporting deadlines and during compliance inspections upon request from the COR/ACOR.

2.3.5.4 Spill Plan. The Contractor shall notify the COR/ACOR within one (1) hour, if the Contractor spills or releases any hazardous substances, *i.e.*, substances listed in 40 CFR 302, *Designation, Reportable Quantities, and Notification*. The Contractor shall submit a Spill Plan to the KO for approval within thirty (30) days of contract award IAW Spill Prevention Control and Countermeasure Plan.

#### 2.3.6 Contingency Plans.

2.3.6.1 General. The Contractor shall establish, maintain, and implement contingency plans for mobilization, disaster, and labor dispute contingencies. The plans shall assume no Government support to the Contractor workforce. The Contractor shall, within thirty (30) days of contract award, designate in writing a single contact Designated Contingency Coordinator (DCC) within the Contractor's organization. The DCC shall participate and coordinate with the installation contingency and mobilization planning activities. The DCC shall participate in the installation mobilization planning and execution conferences; and shall modify and maintain appropriate



Contractor contingency plans to compliment or enhance corresponding installation plans. The Contractor shall submit all plans to the COR for approval.

2.3.6.2 Mobilization Contingency Plan. This plan shall establish procedures, personnel, and means of maintaining or expanding performance of all PWS requirements in the event of rapid deployment or sudden build-up of military forces. The Contractor shall submit a Mobilization Contingency Plan within (30) days of contract award.

2.3.6.3 Disaster Contingency Plan. This plan shall establish procedures, identify personnel, document essential PWS disaster services and identify the means of maintaining essential PWS services during disasters. Disaster means natural disaster (e.g., earthquake, major storm, flash flood, or hurricane), utility outage, terrorist attack or other special circumstances identified by the Government. The Contractor shall submit a Disaster Contingency Plan within thirty (30) days of contract award.

2.3.6.4 Dispute Contingency Plan. This plan shall establish procedures and identify responsible personnel to provide the services below, with no interruption in the event of a labor dispute:

- a. Identify and address critical Preventive Maintenance and inspection tasks,
- b. Maintain electrical emergency generators, and
- c. Process and execute emergency and urgent service and work orders.

The plan shall establish procedures and schedule to secure replacement personnel in the event of a strike; and shall also record the Contractor's experience with and establish Contractor procedures for collective bargaining. The Contractor shall submit a Labor Contingency Plan NLT contract start date.

2.3.6.5 Plan Updates. The Contractor shall update these plans as changes occur and shall submit a copy of the proposed plan to the KO for approval at least thirty (30) days prior to the proposed effective date of the updated plan.

### **3.0 Performance Requirements and Standards.**

3.1 High Level Objectives (HLO).

3.1.1 Performance Task Requirements, Standards and Acceptable Quality Levels (AQLs).

3.1.1.1 Damage Caused by Contractor. Damages caused by Contractor employees shall be repaired at no cost to the Government. The Contractor shall notify the COR/ACOR and return the damaged area to its previous condition. The Contractor shall furnish all labor, materials, and equipment to perform the repair work including cultivating and applying seed, sprigging, or placing sod. The Contractor shall maintain all turf repair to ensure successful growth.

3.1.1.1.2 Damage Report. The Contractor shall submit a monthly damage report to the COR/ACOR that annotates the damage, corrective action, and date corrected (If applicable).

3.2 Transition (Phase In/Phase Out). Per FAR 52.237-3, Continuity of Services (Jan 1991) the contractor shall prepare and submit a Phase In/Phase Out Plan to be implemented by the

Contractor. The Contractor shall have key personnel on board, during the (90) day transition period. The plan shall specify a training program and a date for transferring responsibilities for the work and shall be subject to the KO's approval. The Contractor shall provide sufficient experienced personnel during the phase-in and phase- out period to ensure that the services are maintained at the required level of proficiency.

#### 4.0 Performance Requirements Summary (PRS) Matrix.

- **NOTE: The Government reserves the right to change or modify the frequency or method of surveillance at any time during the performance of this contract.**

Required Services	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Incentive (Positive and/or Negative)
# 1. Contractor shall ensure all task accomplished meets all maintenance and repair standards and all applicable Federal, State, and local laws, regulations, and directives to include, but not limited to applicable publications in Section 7, Related Documents.	The Contractor shall provide services IAW PWS, para. 1.2.  Fuel Delivery, Scheduling, and Repairs	2% Deviation from performance Standard. % Calculated by dividing the number of defects by the number of observations.	Random Sampling and Customer Complaints; Inspections and complaint validations performed by the COR/ACOR.	Contractor compliance rate shall be utilized as objective evidence of contract compliance and documented into the CPAR System. Contractor shall re-perform the service.
# 2. The Program Manager shall be available after normal duty hours to serve as the central point of contact for Contractor operations.	The Contractor shall provide a central point of contact IAW PWS, para. 2.1.4.1.	Zero Deviation from performance standard	100% daily and verification/confirmation by the COR/ACOR.	Non-conforming services will result in Non- Conforming Reports issued to Contractor and potential negative CPARS report.
#3. The Contractor shall develop and maintain a Quality Control Plan approved by the KO.	The Contractor shall provide a QCP IAW PWS, para. 4.2.	Zero Deviation from performance standard.	Review and acceptance by the by the KO on submission of QCP and each revised QCP.	Non-conforming services will result in Non- Conforming Reports issued and a potential negative CPARS narrative.
# 4. The Contractor shall remove, from the job site, any employee for reasons of misconduct or security.	Employee conduct complies with 41 U.S.C. 423, Procurement Integrity, IAW PWS para. 2.1.11.1.6.	Zero Deviation from performance standard.	The COR/ACOR will review 100% of Contractor reported occurrences of Contractor employee misconduct, including but not limited to violations of any provision indicated at 41 U.S.C. 423, and/or security violation to ensure the offending employee is	Non-conforming services will result in Non- Conforming Reports issued to Contractor and potential equitable adjustment by the Contracting Officer.

			removed from the job site.	
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5. Damages caused by Contractor employees shall be repaired at no cost to the Government.	The Contractor shall notify the COR/ACOR and return the damaged area to its previous condition AW PWS, para. 3.1.1.1.	Zero Deviation from performance standard	COR/ACOR will review 100% of damage reports.	Non-conforming services will result in Non- Conforming Reports issued and a potential negative CPARS narrative.
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4.1 Quality Assurance. The Government will evaluate the Contractor's performance under the contract in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

QASPs "living documents," dynamic, adaptable, and subject to modification based on Contractor performance surveillance results. The QASP is not part of the PWS and will not be issued with the solicitation. The QASP focuses on the procedures and processes the Government will implement to ensure the Contractor is performing in accordance with the performance standards within the PWS. The Government's plan defines the criteria which the Contractor's performance will be evaluated, the frequency of surveillance, and the items to be inspected. Although the Government will develop a QASP, Government surveillance of Contractor performance is not limited to the QASP, or the performance objectives, outlined in the Performance Requirements Summary (PRS). The Government retains the right to evaluate all services required by the contract. The Government will perform inspections and tests in a manner that will not delay work to exceed the agreed upon schedule. If any of the services performed do not conform to contract requirements, the Contractor shall perform the services again at no additional cost to the Government.

4.2 Quality Control Plan (QCP). Quality control is the responsibility of the Contractor. The Contractor shall develop, implement, and maintain an effective quality control program which shall be documented in a QCP to ensure services are performed IAW this PWS. The Contractor shall develop and implement procedures to identify and prevent the recurrence of defective services. The Contractor's QCP is how they assure themselves that the work conforms to contract requirements. The QCP shall be constructed so each Common Level of Service (CLS) is specifically addressed and can be extracted and used only for that function. The Contractor's QCP shall include a separate section, which addresses the Contractor's method of managing quality of the work performed. The QCP shall include a description of the inspection system to address services listed in this PWS, and a description of the methods to be used for identifying and preventing defects in the quality of services performed. The plan shall include a description of the Contractor's inspection system to include specifics as to areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the Contractor's inspectors. No person assigned as a lead, or first line supervisor shall be considered a Quality Control Inspector. The Contractor shall develop, maintain, and submit a QCP to the KO for acceptance within thirty (30) calendar days after the contract is awarded. The Contractor shall submit any proposed changes to the QCP to the KO for written approval five (5) working days prior to implementation.

## 5.0 Common Levels of Service (CLS).

The Contractor shall provide overall management, supervision, personnel, labor, generalized or specialized equipment necessary to maintain, repair, operate, and perform all the CLS functions of the Base Operations specified below. This shall be done in accordance with all the terms, conditions, general and special provisions, specifications, drawings, attachments, and exhibits contained herein or incorporated by reference.

The Contractor shall ensure that all work meets or exceeds the specifications for the listed CLS. **Note: Propane Delivery is an associated supply of CLS 501 and does NOT perform CLS 501 tasks.**

CLS	Service Title	Attachment No.
501	Heating and Cooling Services	

## 6.0 Deliverables.

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u>#OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>DISTRIBUTION</u>
A001 PWS Para. 2.1.0.6 <u>Propane Fuel Pricing</u>	Weekly	1 Electronic Copy	PDF	COR/ACOR
A002 PWS Para.2.1.0.10 <u>Propane Delivery Tickets</u>	Weekly	1 Electronic Copy	PDF	COR/ACOR
A003 PWS Para.2.1.0.11 <u>Security AIE Pass</u>	Initial: within 30 days of contract award and 5 days upon renewed request	1 Electronic Copy	PDF	COR/ACOR
A003 PWS, para. 2.1.6.1  <u>Accident Requiring Emergency Medical Treatment</u>	Immediate  Not later than two (2) hours after the incident	N/A	Email or Telephone	KO or COR/ACOR
A004 PWS, para. 4.2 <u>Quality Control Plan</u>	Initial: within 30 days of contract award Updates: All QCP updates shall be accepted by the KO	1 Electronic Copy	MS Word or PDF	KO
A005 PWS, para.2.1.11.1  <u>Key Personnel – Provide name of Program Manager</u>	Submit resumes and organization chart (to include contact info) for initial and replacements	1 Electronic Copy	MS Word or PDF	KO
A006 PWS, para. 2.3.2.1  <u>Training Completion Certificates</u>	iWATCH Training  NLT thirty (30) calendar days after contract award.	1 Electronic Copy	PDF	COR/ACOR
A007 PWS, para. 3.2 <u>Transition Phase In/Phase Out</u>				KO
A008 PWS, para. 3.3.1  <u>Contractor and power Reporting Application (CMRA)</u>	Annually NLT October 31, or IAW requirements at cmra.army.mil	Online Entry	Via website IAW requirements at cmra.army.mil	COR/ACOR

A009 PWS, para. 2.3.6.3 <u>Disaster Contingency Plan</u>	Submit NLT 30 days after contract start date	1 Electronic Copy	Electronic	KO
A010 PWS, para. 2.3.6.4 <u>Dispute Contingency Plan</u>	Submit NLT contract start date	1 Electronic Copy	Electronic	KO
A011 PWS Para.2.1.0.11 <u>Spill Plan</u>	Submit NLT 30 days after contract start date	1 Electronic Copy	PDF	KO

## 7.0 Related Documents.

### 7.1 Definitions and Acronyms.

#### 7.1.1 Definitions.

7.1.1.1 Acceptable Quality Level (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) for the purposes of sampling inspection that(?) can be considered satisfactory.

7.1.1.2 Alternate Contracting Officer's Representative (ACOR). An employee of the U.S. Government provided by the RA and appointed by the KO to provide support to CORs in monitoring and documenting the Contractor's performance. These alternate surveillance support personnel will serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR training, experience requirements, and are appointed by the KO as an ACOR.

7.1.1.3 Ashes. The residue from burned wood, coal, coke, and other combustible material.

7.1.1.4 Bulk Waste. Large items of solid waste such as household appliances, furniture, auto parts, pallets, shelving, piping, stone, concrete rubble, brick, lumber, toys, and other wastes; the size or weight of which, precludes or complicates the handling by normal collection, processing, or disposal methods.

7.1.1.5 Bulky Waste. The waste placed at the collection point or curbside that doesn't fit or is too heavy to be placed in the routine collection container. These wastes include but are not limited to: lumber, scrap metals, bricks, blocks, concrete rubble, stones, toys, furniture, appliances, logs, limbs, televisions, cabinets, automotive components, power equipment, crates, wheels, de-rimmed tires, electronics and their components, etc.

7.1.1.6 Cannibalize. Remove parts from Government property for use or for installation on other Government property.

7.1.1.7 Carpet Care. Cleaning and maintenance to keep carpet reasonably free of all stains, soil, and dirt. Methods used for carpet care are vacuum cleaners and carpet shampoos.

7.1.1.8 Child, Youth and School Services (CYS). Overarching naming convention for Child Development Center (CDC), Youth Activity Center, and School Age Services (SAS). CYS is used when referencing all programs.

7.1.1.9 Cleaning. Removing stains, soil, and dirt; accomplished by chemical or mechanical means.

7.1.1.10 Collection. The pickup of accumulated recyclable material, solid waste, including bulky waste, from any collection point, regardless of quantity.

7.1.1.11 Collection Frequency. The number of times collection is performed during a specific time frame.

7.1.1.12 Collection Point. The location designated on the drawings or maps or described in this performance work statement where solid waste, including bulky materials, will be temporarily stored for collection by the Contractor.

7.1.1.13 Commercial Solid Waste. All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.

7.1.1.14 Construction and Demolition (C&D) Waste. The waste building materials, packaging and rubble resulting from construction, remodeling, repair, and demolition operation on pavement, housing, commercial buildings and other structures.

7.1.1.15 Contract Administrator (CA). The official Government representative delegated authority by the KO to administer a contract. This individual, normally working in an appropriate contracting or procurement career field, advises on all technical contractual matters.

7.1.1.16 Contract Discrepancy. A failure of the Contractor to perform IAW contract requirements and specifications, *e.g.*, a failure of the Contractor to provide, or provide on time, the required contract products, or services; or it may result because delivered products or services do not meet specific contract requirements.

7.1.1.17 Contract Discrepancy Report (CDR). A report used to document other than satisfactory Contractor performance. The CDR requires the Contractor to explain, in writing, why performance is other than satisfactory; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

7.1.1.18 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.

7.1.1.19 Contractor Acquired Property (CAP). Property acquired, fabricated, or otherwise provided by the Contractor for performing a contract. Contractor retains title.

7.1.1.20 Contracting Officer (KO). 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.

7.1.1.21 Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the KO to help 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.

7.1.1.22 Curb Side Pick-Up. Collection of solid waste or recyclable materials (to include bulky waste) that is placed next to curb, doorway, or alley by the supported activity. This refers to locations that are not serviced by bulk containers (dumpsters or compactors).

7.1.1.23 Debris. Includes, but is not limited to, paper, cans, bottles, cigarette butts, cardboard, plastic, limbs and branches, pine straw and pinecones, leaves, rocks, and other similar items.

7.1.1.24 Defective Service. A service output that does not meet the standard of performance associated with the PWS.

7.1.1.25 Deliverable. Anything that can be delivered; can include non-manufactured things, such as meeting minutes or reports.

7.1.1.26 Equipment. A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale and does not ordinarily lose its identity or become a component part of another article, when put into use. Equipment does not include material, real property, special test equipment or special tooling.

7.1.1.27 Fertilization. Fertilization is the process of applying nutrient elements to the soil where the soil has become deficient in nutrients essential for proper plant growth.

7.1.1.28 Food Waste. Organic residue generated by the handling, storage, sale, preparation, cooking and serving of foods.

7.1.1.29 Garbage. Animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods.

7.1.1.30 General Fund Enterprise Business System (GFEBS). GFEBS is the U.S. Army's web- based enabled financial, asset, and accounting management system that standardizes, streamlines, and shares critical financial data across the Active Army, the Army National Guard, and the Army Reserves. GFEBS is the work management system that the Directorate of Public Works uses for all order types and projects.

7.1.1.31 Generation. The act or process of producing refuse (solid waste) or recyclable materials.

7.1.1.32 Government-Furnished Property (GFP). Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

7.1.1.33 Government Property. All property owned or leased by the Government. Government property includes both Government-furnished property and Government purchased Contractor-acquired property. Government property includes material,

equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

7.1.1.34 Grass Cutting. Grass cutting includes cutting and trimming, within the designated area, all grasses, weeds, and other vegetation which is one inch or less in diameter (at ground level).

7.1.1.35 Hard Surface Floor Care. Hard surface floor care includes, but is not limited to tile, vinyl, rubber tile, mosaic tile, quarry tile, ceramic tile, marble, concrete, terrazzo, and linoleum. Floor care includes, but is not limited to dust mopping, wet mopping, scrubbing, stripping, waxing, re-finishing, or sealing.

7.1.1.36 Hazardous Material. Any item or chemical, which is a “health hazard”, or “physical hazard”, as reflected in Federal Standard (FED-STD) 313 *Material Safety Data and Disposal Data for Hazardous Materials Furnished to Government Activities*, defined in OSHA 29 CFR 1910, and pursuant to FAR 23.301 (Hazardous Materials) Definition. It also includes any other material designated by a Government COR/technical representative as potentially hazardous and requiring safety controls (e.g., pesticides, fertilizers).

7.1.1.37 Installation Design Guide (IDG). IDGs provide standards for site planning, buildings, vehicular and pedestrian circulation, landscaping, site elements (e.g., signage, utilities), force protection, and sustainable design. The IDGs are specific to each Army installation.

7.1.1.38 Institutional Solid Waste. Waste that is generated by educational, health care, correctional and other institutional facilities.

7.1.1.39 Key Personnel. Contractor personnel evaluated in a source selection process and are used in the performance of a contract. 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 who are listed in the proposal. The prime Contractor is responsible for performance of all subcontractors.

7.1.1.40 Lavatories, Latrines, or Bathrooms. Commodes, urinals, wash basins, bathtubs, shower stalls, sinks, and shower curtains.

7.1.1.41 Loss of Government Property. Unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government’s expected economic benefits



of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:

- a. Items that cannot be found after a reasonable search,
- b. Theft,
- c. Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition, or
- d. Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

7.1.1.42 Lot. A collection of service outputs from which a sample is to be drawn and inspected to determine conformance with the standard. This definition applies to the Performance Requirements Summary (PRS), not the word "lot" in Section B of the contract.

7.1.1.43 Lot Size. The number of service outputs in a lot. This definition applies to the PRS, not the words "lot size" in Section B of the contract.

7.1.1.44 Material. Property that is consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

7.1.1.45 Material Handling Area. The material handling area is used for the accumulation and preparation of bulk solid waste or recyclable materials for transportation to a solid waste management facility.

7.1.1.46 Non-Combustible Material. Material that doesn't burn at ordinary temperatures.

7.1.1.47 Non-Personal Services. The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non-personal service contracts are authorized by the Government IAW FAR 37.104, under general contracting authority, and do not require specific statutory authorization.

7.1.1.48 Organic Storage Site. Area of accumulation for organic materials (*e.g.*, leaves, logs, limbs, and grass clippings).

7.1.1.49 Performance Indicator. The characteristic of an output of a work process that can be measured.

7.1.1.50 Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to ensure contract performance standards are met by the Contractor (other services may also be inspected under the authority of the Inspection of Service Clause).

7.1.1.51 Physical Security. Actions that prevent the loss or damage of Government property.

7.1.1.52 Plant. A living organism, of the kind exemplified by trees, shrubs, herbs, grasses, ferns, and mosses, typically growing in a permanent site, absorbing water and inorganic substances through its roots.

7.1.1.53 Property. All tangible property, both real and personal.

7.1.1.54 Property Administrator (PA). An authorized representative of the KO appointed IAW agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

7.1.1.55 Property Records. Records created and maintained by the Contractor in support of its stewardship responsibilities for the management of Government property.

7.1.1.56 Provide. To furnish, as in Government-furnished property, or to acquire, as in Contractor- acquired property.

7.1.1.57 Pruning. Pruning is selectively removing unwanted growth to make a plant or tree grow or respond in a desired manner. Pruning differs from "shearing". Pruning involves selection and judgment. "Shearing" means clipping all growth on a plant at a uniform distance and shape.

7.1.1.58 Public Traffic Areas. Lobbies, hallways, corridors, stairwells, meeting rooms, and lavatories.

7.1.1.59 Quality Assurance (QA). Verification that services being performed by the Contractor are IAW acceptable standards.

7.1.1.60 Quality Assurance Evaluator (QAE). A Government representative responsible for performing surveillance and inspection of Contractor performance.

7.1.1.61 Quality Assurance Surveillance Plan (QASP). An organized document written by the Government specifying the surveillance methodology used for surveillance of Contractor performance.

7.1.1.62 Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

7.1.1.63 Raise. Selective pruning of limbs, identified by the COR, or limbs that pose a public safety hazard with a minimum clearance of 14 feet over streets, parking lots, and driveways; eight (8) feet over walk areas; four (4) feet over buildings and three (3) feet from buildings and streetlights, IAW established industry standards.

7.1.1.64 Random Number Table. A table of numbers arranged in random fashion; a table used to select random samples.

7.1.1.65 Random Sample. A sampling method whereby each service output in a lot has an equal chance of being selected.

7.1.1.66 Random Sampling. A method for looking at a few individual items in a lot to measure the quality of that lot against a standard.

7.1.1.67 Real Property. DOD Lands, buildings, structures, utility systems, improvements, and appurtenances, thereto that includes equipment attached to and made part of buildings and structures, but not movable equipment. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

7.1.1.68 Recycling. The act of recovering materials from the solid waste stream, separating them by commodity, and returned to the economic mainstream as raw material.

7.1.1.69 Recycling Materials. Commodities include corrugated cardboard, wood, and plastic pallets.

7.1.1.70 Recycling Facility. Any facility employed, beyond the initial collection processes and managing recycling which include, but not limited to electronics, organics, plastics, metals, paper, and cardboard.

7.1.1.71 Regulated Medical Waste. Waste not specifically excluded from the restrictions of Federal regulations, and which meets the criteria listed in 40 CFR 259.

7.1.1.72 Refuse. All garbage, ashes, debris, trash, rubbish, and items intended for disposal that are generated in conjunction with the activities in the areas covered in this contract. Items excluded are explosives, incendiary waste, hazardous waste, and pathological waste resulting from medical and radiological processes.

7.1.1.73 Refuse Collection. A system of collecting and transporting solid waste from pick-up stations to points of disposal.

7.1.1.74 Refuse/Recycling Storage Containers. Cans, drums, bins, bags, boxes, crates, sidewalk litter containers, dumpsters, roll-off containers, or similar receptacles which are used for the temporary storage of solid waste while awaiting collection. The term "container" used in this document shall have the same meaning as solid waste storage container.

7.1.1.75 Residential Solid Waste. Waste generated by the normal activities of households, including, but not limited to food waste, rubbish, ashes, and bulky waste.

7.1.1.76 Sample Size. The number of outputs in the sample; a group of one or more tasks drawn from the specified performance.

7.1.1.77 Sampling. A sample consists of one or more service outputs drawn from a lot IAW random sampling procedures to be evaluated by Government personnel.

7.1.1.78 Scavenging. The uncontrolled and unauthorized removal of materials at any point of the solid waste management stream.

7.1.1.79 Sensitive Property. Property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

7.1.1.81 Shrub. A woody plant with several perennial stems. It will usually have a height less of than 13 feet and stems no more than about three (3) inches in diameter.

7.1.1.82 Soil. Includes, but is not limited to dust, dirt, stains, grease, smudges, streaks, spots, lint, or odors. Soil can be removed chemically, mechanically, or by a combination of both. Mechanical soil removal is removing soil with a machine such as a vacuum cleaner. Chemical soil removal is removing soil with a liquid that contains cleaning agents such as detergents, surfactants, and emulsifiers. The combination of chemical and mechanical methods such as an automatic floor scrubbing machine, uses the chemical method to breakdown and loosen soil which then the mechanical method picks up and carries the soil away. Which soil removal method is used depends on the cleaning objectives and on size, location, and type of surface to be cleaned and is the prerogative of the Contractor?

7.1.1.83 Solid Waste. Garbage, refuse, sludge, and other waste materials not excluded by Federal regulations. Solid waste is any solid, liquid, semi-solid, or contained gaseous material resulting from institutional, industrial, commercial, mining, agricultural, or community operations and activities. Solid wastes are accumulated, stored, or treated before being discarded. A material is discarded if abandoned and not used, reused, reclaimed, or recycled by being disposed of, burned, or treated. Regulated medical wastes are not included in this category.

7.1.1.84 Solid Waste Management Facility (SWMF). Any facility employed, beyond the initial collection processes and managing solid waste including, but not limited to: storage areas or facilities, transfer stations, rail haul or barge haul facilities, landfills, disposal facilities, solid waste facilities, surface impoundment and waste oil storage, repossessing, refining facilities, recyclable handling, recovery facilities and waste tire storage facilities.

7.1.1.87 Source Separation. Source separation is the act of separating recyclable materials at their point of generation by the waste generator.

7.1.1.88 Spray Buffing. Procedure to apply a light coat of wax to maintain the waxed floor after removing minor scratches and scuff marks.

7.1.1.89 Spot Cleaning. Cleaning small areas of carpet by vacuuming, hot water extraction, or shampooing due to accumulation of dirt or soil on heavy traffic patterns or due to leaks or spillage on small areas of floor surface. Spot cleaning is also removal of spots from walls, ceilings, floors, and furniture surfaces.

7.1.1.90 Standard. A measure of comparison; an acceptability criterion; a benchmark or yardstick against which a service will be measured.

7.1.1.91 Stairwell Cleaning. Cleaning of all stairwells in any building. This process includes steps, landing, walls, and handrails.

7.1.1.92 Street Wastes. Materials picked up by manual or mechanical sweepings of alleys, streets, and sidewalks. Waste from solid waste receptacles and catch basins.

7.1.1.93 Stripping. The removal of floor finishes down to the flooring material. Stripping of a floor means floor surfaces are free of dirt, stains, deposits, cleaning solutions, standing water, and

have a uniform appearance when dry. Stripping of floor surfaces includes utilizing procedures and equipment to prevent safety hazards.

7.1.1.94 Subcontractor. One that enters a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

7.1.1.95 Tonnage. Weight measured in tons (not imperial).

7.1.1.96 Transfer Station. A transfer station is a facility which processes collected solid waste in a particular area for transportation to a solid waste management facility.

7.1.1.97 Trash Removal. Trash removal includes the pickup and removal of all papers and other debris in buildings. This includes but is not limited to wastebaskets, boxes, or any substance used for refuse.

7.1.1.98 Tree. A woody plant having one erect perennial stem (trunk), at least three inches in diameter, at a point 4-1/2 feet above the ground, a definitely formed crown of foliage, and mature height of at least 13 feet.

7.1.1.99 Trimming. Cutting of grass and other vegetation around grounds obstacles that prevent mowing.

7.1.1.100 Unit Acquisition Cost.

- a. For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- b. For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

7.1.1.101 Vector. A carrier, usually an arthropod, which can transmit a pathogen from one organism to another.

7.1.1.102 Wash. The act of cleansing using water and soap or detergent.

7.1.1.103 Wide Area Workflow (WAWF). A secure web-based system for electronic invoicing, receipt, and acceptance. WAWF allows Government vendors to submit and track invoices and receipt or acceptance documents over the web allowing Government personnel to process those invoices in a real-time, paperless environment.

7.1.1.104 Workday. The time of each day the Contractor provides services IAW the contract.

7.1.1.105 Work Week. Monday through Friday, unless specified otherwise.

7.1.2 Acronyms.

Army Contracting Command (ACC)

Alternate Contracting Officer's Representative (ACOR) Army Federal Acquisition Regulation Supplement (AFARS) Army Materiel Command (AMC)

American National Standards Institute (ANSI) Acceptable Quality Level (AQL)

Army Regulation (AR)

Army Resource Center (ARC) Anti-Terrorism Officer (ATO)

Contractor Acquired Property (CAP) Child

Development Center (CDC) Contract Data

Requirements List (CDRL) Contractor Furnished

Equipment (CFE) Contractor Furnished Material

(CFM) Contractor Furnished Property (CFP) Code of

Federal Regulations (CFR) Contract Line-Item Number (CLIN)

Continental United States (excludes Alaska and Hawaii) (CONUS) Contracting Officer's Representative (COR) Contracting Officer's Representative Tool (CORT)

Contractor Performance Assessment Reporting System (CPARS) Department of the Army  
 (DA)  
 Defense Contract Management Agency (DCMA) Directorate of  
 Emergency Services (DES)  
 Defense Federal Acquisition Regulation Supplement (DFARS) Data Item Description  
 (DID)  
 Department of Defense (DOD) Department of  
 Labor (DOL) Department of Transportation (DOT)  
 Directorate of Public Works (DPW)  
 Environmental Compliance Officer (ECO)  
 Engineering Manual, U.S. Army Corps of Engineers USACE (EM) Executive Order (EO)  
 Environmental Protection Agency (EPA) Engineering Research  
 Development Center (ERDC) Federal Acquisition Regulation (FAR)  
 Federal Information Processing Standards (FIPS) Force  
 Protection Condition (FPCON) Government-Furnished  
 Equipment (GFE)  
 General Fund Enterprise Business System (GFEBS) Government-  
 Furnished Material (GFM)  
 Government-Furnished Property (GFP) High Level  
 Objective (HLO)  
 Headquarters Department of the Army (HQDA) Homeland  
 Security Presidential Directive (HSPD) In Accordance With  
 (IAW)  
 Installation Management Command (IMCOM) Integrated Pest  
 Management (IPM)  
 Integrated Pest Management Coordinator (IPMC) Integrated Pest  
 Management Plan (IPMP) Information Technology (IT)  
 Contracting Officer (KO) Not  
 Applicable (NA)  
 National Guard Bureau (NGB) Not Later  
 Than (NLT)  
 National Fire Protection Association (NFPA) Organizational  
 Conflict of Interest (OCI)  
 Outside Continental United States (includes Alaska and Hawaii) (OCONUS) Office of Management and  
 Budget (OMB)  
 Occupational Safety and Health Administration (OSHA) Pamphlet (PAM)  
 Preventive Maintenance (PM) Point of  
 Contact (POC) Period of Performance  
 (PoP)  
 Past Performance Information Retrieval System (PPIRS) Performance Requirements  
 Summary (PRS)  
 Publication (PUB)  
 Performance Work Statement (PWS) Quality  
 Assurance (QA)  
 Quality Assurance Program (QAP)  
 Quality Assurance Surveillance Plan (QASP) Quality Control  
 (QC)  
 Quality Control Plan (QCP)  
 Resource Conservation and Recovery Act (RCRA) Safety Data  
 Sheets (SDS)  
 Standard Form (SF) Technical  
 Exhibit (TE)  
 U.S. Army Reserve Command (USARC) United  
 States Code (USC)  
 Virtual Contracting Enterprise (VCE) Very  
 Important Person (VIP)  
 Wide Area Workflow (WAWF) Wage  
 Determination (WD)

## 7.2 APPLICABLE Directives, Publications.

ACC PAM 70-1	Interim Army Contracting Command – Contracting Officer’s Representative Policy Guide
AASHTO-T11	Standard Method of Test for Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ANSI A300	Standard Practices for Tree Care Operations ANSI Z60.1 American Standards for Nursery Stock
ANSI Z87.1-2003	Practice for Occupational and Educational Personal Eye and Face Protection Devices
ANSI Z133.1	Safety Requirements for Tree Care Operations
ANSI/ASQC-Z1.4	National American Standard
ANSI Z245.1	Mobile Refuse Collection and Compaction Equipment – Safety Requirements
AR 11-27	Army Energy Program
AR 40-5	Preventive Medicine (Child Development Centers)
AR 40-400	Medical Services Patient Administration
AR 70-13	Management and Oversight of Service Acquisitions
AR 190-5	Motor Vehicles Traffic Supervision
AR 200-1	Environmental Protection and Enhancement
AR 200-3	Natural Resources; Land, Forest, and Wildlife Management
AR 200-4	Cultural Resources Management
AR 200-5	Pest Management
AR 385-10	Army Safety Program
AR 385-40	Army Accident Investigation and Reporting
AR 420-1	Army Facilities Management
AR 420-90	Fire Emergency Services
AR 530-1	Operations Security
AR 600-50	Standards of Conduct for Department of Army Personnel
AR 600-63	Army Health Promotion
AR 608-10	Child Development Services

AR Directive 2014-23	Conduct of Screening and Background Checks for Individuals Who Have Regular Contact with Children in Army Programs Occupational Safety and Health Standards 40 CFR Protection of the Environment 40 CFR Subchapter I Solid Wastes
40 CFR 202	Motor Carriers Engaged in Interstate Commerce
40 CFR 257	Criteria for Classification of Solid Waste Disposal Facilities and Practices
40 CFR Part 302	Protection of Environment, Designation, Reportable Quantities and Notification
49 CFR 390-396	Motor Carrier Safety Standards
49 CFR 571	Federal Motor Vehicle Safety Standards 49 CFR Subpart C Hazardous Materials Regulations
Clean Air Act (CAA) Clean Water Act (CWA) Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) DA PAM 385-40 Army Accident Investigations and Reporting DA PAM 420-1-1	Housing Management*
DoD 4160.21-M	Defense Materiel Disposition Manual DoD Directive 5500.7-R Joint Ethics Regulation
DoDI 1402.5	Criminal History Background Checks On Individuals in Child Care Services
DoDI 4150.07	DoD Pest Management Program
DoDI 5000.72	DoD Standard for Contracting Officer's Representative (COR) Certification
EM-385-1-1	Safety and Health Requirements Manual
EO 13423	Strengthening Federal Environmental, Energy, and Transportation Management
EO 13693	Planning for Federal Sustainability in the Next Decade EPA, Method 9095 Paint Liquids Filter Test
EPA, SW-846	Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods
FC 3-260-06F	Air Force Design, Construction, Maintenance, and Evaluation of Snow and Ice Airfields in Antarctica 06-01- 2015 Federal Standard #313 Material Safety Data and Disposal Data for Hazardous Materials Furnished to Government Activities Federal Standard #595 Colors
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FIPS PUB 201-2	Personal Identity Verification (PIV) of Federal Employees and Contractors Garrison's Snow, Ice, and Sand Removal Control Plan
HSPD 12 Contractor	Homeland Security Presidential Directive 12 Policy for a Common Identification Standard for Federal Employees and
IDG	Installation Design Guide
NFPA 1.12-2	Combustible Fibers
NFPA 54	National Fuel Gas Code



NFPA 58	Liquefied Petroleum Gas Code
OMB M-05-24	Office of Management and Budget (OMB) Guidance Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
OPORD 13-153	Enterprise Municipal Services Performance Standards OSHA 1910.110 Storage and handling of liquefied petroleum gases.
SF 95	Position of Public Trust
TB MED 530 5-28, (h)(i)	Tri-Service Food Code
TM 5-623	Pavement Maintenance Management
TM 5-634	Solid Waste Management

TM 5-683	Electrical Interior Facilities
TM 5-820-4	Drainage for Areas other than Airfields
TM 9-6150-226-13	Electrical Feeder System
UFC 1-200-01	DoD Building Code (General Building Requirements)
UFC 4-010-1	DoD Minimum Antiterrorism Standards for buildings (Change 1)
UFC 4-021-01	Design and O&M for Mass Notification Systems
UFC 4-021-02NF	Security Engineering Electronic Security Systems
UFC 3-101-01	Architecture 11-28-2011
UFC 3-110-03	Roofing, with Change 1 05-01-2012
UFC 3-110-04	Roofing Maintenance and Repair 01-11-2007
UFC 3-120-01	Design: Sign Standards, with Change 2 03-01-2014
UFC 3-120-10	Interior Design, with Change 1 06-15-2006
UFC 3-190-06	Protective Coatings and Paints 01-16-2004
UFC 3-201-01	Civil Engineering 06-01-2013
UFC 3-201-02	Landscape Architecture, with Change 1 02-23-2009
UFC 3-210-10	Low Impact Development 07-01-2015
UFC 3-220-01	Geotechnical Engineering 11-01-2012
UFC 3-220-04	Backfill for Subsurface Structures 01-16-2004
UFC 3-220-05	Dewatering and Groundwater Control 01-16-2004
UFC 3-220-06	Grouting Methods and Equipment 01-16-2004
UFC 3-220-08	Engineering Use of Geotextiles 01-16-2004
Mechanics 06-08-2005	UFC 3-220-10N Soil
UFC 3-230-01	Water Storage, Distribution, and Transmission, with Change 2 11-01-2012

UFC 3-230-02	O&M: Water Supply Systems 07-10-2001
UFC 3-230-03	Water Treatment 11-01-2012
UFC 3-230-06A	Subsurface Drainage, with Changes 1-2 01-16-2004
UFC 3-240-01	Wastewater Collection, with Change 1 11-01-2012
UFC 3-240-02	Domestic Wastewater Treatment 11-01-2012
UFC 3-240-03N	Wastewater Treatment System Augmenting Handbook Operation and Maintenance 01-16-2004
UCF 3-240-05A	Solid Waste Incineration 01-16-2004
UCF 3-240-10A	Sanitary Landfill 01-16-2004
UFC 3-240-13FN	Industrial Water Treatment Operation and Maintenance 05-25-2005
UFC 3-250-03	Pavement Design for Roads, Streets, Walks, and Open Storage Areas 01- 16-2004
UCF 3-250-04	Standard Practice Manual for Flexible Pavements 05-15-2001
	Standard Practice for Concrete Pavements, with Change 2 01-16-2004
UFC 3-250-06	Repair of Rigid Pavements Using Epoxy Resin Grouts, Mortars and Concretes 01-16-2004
UFC 3-250-07	Standard Practice for Pavement Recycling 01-16-2004
UFC 3-250-08FA	Standard Practice for Sealing Joints and Cracks in Rigid and Flexible Pavements 01-16-2004
UFC 3-250-09FA	Aggregate Surfaced Roads and Airfields Areas 01-16-2004
UFC 3-250-11	Soil Stabilization for Pavements 01-16-2004
UFC 3-260-01	Airfield and Heliport Planning and Design 11-17-2008
UFC 3-260-02	Pavement Design for Airfields 06-30-2001
UFC 3-260-03	Airfield Pavement Evaluation 04-15-2001
UFC 3-260-05A	Marking of Army Airfield Heliport Operational and Maintenance Facilities, with Change 1 01-16-2004
UFC 3-260-11FA	Model Design-Build (D-B) Request for Proposal (RFP) For Airfield Contracts 05-25- 2005
UFC 3-260-16FA	FA Airfield Pavement Condition Survey Procedures Pavements 01-16-2004
UFC 3-260-17	Dust Control for Roads, Airfields and Adjacent Areas 01-16-2004
UFC 3-270-01	Asphalt Maintenance and Repair 03-15-2001
UFC 3-270-02	Asphalt Crack Repair 03-15-2001
UFC 3-270-03	Concrete Crack and Partial-Depth Spall Repair 03-

UCF 3-270-04	15-2001 UFC
UFC 3-270-05	Concrete Repair 03-15-2001
	Paver Concrete Surfaced Airfields Pavement
	Condition Index (PCI) 03-15-2001
UFC 3-270-06	Paver Asphalt Surfaced Airfields Pavement
	Condition Index (PCI) 03-15-2001
UFC 3-270-07 O&M	O&M: Airfield Damage Repair 08-12-2002
UFC 3-270-08	Pavement Maintenance Management 01-16-2004
UFC 3-280-01A	Guidance for Ground Water/Fuel Extraction and Ground
	Water Injection Systems 01-16-2004
UFC 3-280-04	Army Filtration of Liquids 12-17-2003
UFC 3-301-01	Structural Engineering, with Change 1 06-01-2013 UFC 3-
310-04	Seismic Design for Buildings 06-01-2013
UFC 3-310-08	Non-Expeditionary Bridge Inspection,
	Maintenance and Repair, with Change 1 08-
	16-2010
UFC 3-320-06A	Concrete Floor Slabs on Grade Subjected to Heavy
	Loads 03-01-2005
UFC 3-340-01	Design and Analysis of Hardened Structures to
	Conventional Weapons Effects (FOUO) 06-30-2002
UFC 3-340-02	Structures to Resist the Effects of Accidental
	Explosions, with Change 2 12-05-2008
UFC 3-400-02	Design: Engineering Weather Data 02-28-2003 UFC
3-401-01	Mechanical Engineering 07-01-2013
UFC 3-410-01	Heating, Ventilating, and Air Conditioning Systems, with
	Change 1 07-01-2013
UFC 3-410-02	Lonworks (R) Direct Digital Control for HVAC and Other
	Local Building Systems, with Change 1 05-01-2012 UFC
3-410-04N	Industrial Ventilation 10-25-2004
UFC 3-420-01	Plumbing Systems, with Change 9 10-25- 2004 UCF 3-
420-02FA	Compressed Air, with Change 1 05-15-2003
UFC 3-430-01FA	Heating and Cooling Distribution Systems 07-25-2003
UFC 3-430-02FA	Central Steam Boiler Plants, with Change 1 05-15-2003
UFC 3-430-07	Operations and Maintenance: Inspection and
	Certification of Boilers and Unfired Pressure
	Vessels, with Change 4 07-24- 2003
UFC 3-430-08N	Central Heating Plants 01-16-2004
UFC 3-430-09	Exterior Mechanical Utility Distribution, with Change 1 01-
	16-2004
UFC 3-430-11	Boiler Control Systems 02-14-2001
UFC 3-440-01	Facility-Scale Renewable Energy Systems 07-01-2015 UFC
3-440-05N	Tropical Engineering, with Changes 1-2 01-16-2004 UFC 3-

450-01	Noise and Vibration Control 05-15-2003
UFC 3-470-01	Lonworks (R) Utility Monitoring and Control System (UMCS) 05-01-2012
UFC 3-460-01	Design: Petroleum Fuel Facilities, with Change 2 08-16- 2010
UFC 3-460-03	O&M: Maintenance of Petroleum Systems 01-21-2003
UFC 3-501-01	Electrical Engineering, with Change 3 02-03-2010
UFC 3-510-01	Foreign Voltages and Frequencies Guide, with Change 2 03- 01-2005
UFC 3-520-01	Interior Electrical Systems, with Change 3 02-03-2010
UFC 3-520-05	Stationary Battery Areas, with Change 1 05-01-2015
UFC 3-530-01	Interior and Exterior Lighting Systems and Controls 04-01-2015
UFC 3-535-01	Visual Air Navigation Facilities 11-17-2005
UFC 3-540-01	Engine-Driven Generator Systems for Backup Power Applications 08-01-2014
UFC 3-550-01	Exterior Electrical Power Distribution with Change 1 02-03- 2010
UFC 3-555-01N	400 Hertz Medium Voltage Conversion/Distribution and Low Voltage Utilization Systems 01-16-2004
UFC 3-560-01	Electrical Safety, O&M, with Change 5 12-06-2006
570-02A	Cathodic Protection 03-01-2005
UFC 3-570-02N	Electrical Engineering Cathodic Protection 01-16-2004
570-06	O&M: Cathodic Protection Systems 01-31-2003
UFC 3-575-01	Lightning and Static Electricity Protection Systems 07-01- 2012
UFC 3-580-01	Telecommunications Building Cabling Systems Planning and Design 06-22-2007
UFC 3-580-10	Navy and Marine Corps Intranet (NMCI) Standard Construction Practices, with Changes 1-3 07-14-2004
UFC 3-600-01	Fire Protection Engineering for Facilities, with Change 3 09- 26-2006
UFC 3-601-02	Operations and Maintenance: Inspection, Testing, and Maintenance of Fire Protection Systems; 09-08-2010
42 U.S.C. 6901	Resource Conservation and Recovery Act (RCRA), Solid Waste Disposal Act (SWDA) of 1976, as amended, including Subtitle D

## 7.3 Technical Exhibit (TE).

**TE 1 - Estimated Workload Data.**

TECHNICAL EXHIBIT A					
Note: Building #'s beginning with the letter "E", are located on APG South "Edgewood Area"					
Bldg	Delivery	Tanks	Size	Gov/Cont	Usage
30	Auto-Fill	1	1,000	C	Cooking
237	Auto-Fill	1	500	C	Heat
238	Auto-Fill	1	500	C	Heat
241	Auto-Fill	1	500	C	Heat
242	Auto-Fill	1	500	C	Heat
243	Auto-Fill	1	500	C	Heat
244	Auto-Fill	1	500	C	Heat
245	Auto-Fill	1	1,000	C	Heat
262	Auto-Fill	1	1,000	C	Heat
263	Auto-Fill	1	1,000	C	Heat
280D	Auto-Fill	1	500	C	Heat
338	Auto-Fill	1	1,000	C	Heat
350	Auto-Fill	4	120	G	Heat
363	Auto-Fill	1	1,000	C	Heat
367	Auto-Fill	1	1,990	C	Heat
400	Auto-Fill	1	120	C	Heat
431	Auto-Fill	1	1,000	G	Heat
456	Auto-Fill	2	1,000	C	Heat
507	Auto-Fill	1	120	C	Pilot for Boiler
526A	Auto-Fill	1	1,000	C	Heat
615	Auto-Fill	1	1,000	G	Heat
633	Auto-Fill	1	1,000	C	Heat
667	Auto-Fill	1	1,990	C	Heat
895	Auto-Fill	1	1,000	G	Heat
895a	Auto-Fill	1	1,000	G	Heat
896	Auto-Fill	1	1,000	C	Heat
922A	Auto-Fill	1	1,000	C	heat
940	Auto-Fill	1	500	C	Heat
1046	Auto-Fill	1	1,000	C	Heat
1056	Auto-Fill	1	1,000	C	Heat
1059	Auto-Fill	2	1,000	C	Heat
1099	Auto-Fill	1	1,000	C	heat
1100d	Auto-Fill	1	1,000	C	Heat

1100E	Auto-Fill	2	500	C	Heat
1103A	Auto-Fill	1	500	C	Heat
1115A	Auto-Fill	1	1,000	C	Heat
1116A	Auto-Fill	1	1,000	C	Heat
1120B	Auto-Fill	1	1,000	C	Heat
1120C	Auto-Fill	1	1,000	C	Heat
1124	Auto-Fill	1	1,000	C	Heat
1134b	Auto-Fill	1	1,000	C	Heat
1134e	Auto-Fill	1	500	C	Heat
1171A	Auto-Fill	1	1,000	C	Heat
1171B	Auto-Fill	1	1,000	C	Heat
1175	Auto-Fill	1	1,000	C	Heat
1179a	Auto-Fill	1	1,000	C	Heat
1188	Auto-Fill	1	500	C	Heat
1197B	Auto-Fill	1	1,000	C	Heat
2727	Auto-Fill	1	1,000	C	Heat
3070	Auto-Fill	1	120	C	Pilot for Boiler
3558	Auto-Fill	1	500	C	Heat
5015	Auto-Fill	1	1,000	C	Heat
5608B	Auto-Fill	1	1,000	C	Heat
6101	Auto-Fill	1	1,000	C	Heat
10308	Auto-Fill	1	1,000	C	Heat-Churchville
10301	Auto-Fill	1	1,000	C	Heat-Churchville
10306	Auto-Fill	1	1,000	C	Emergency Gen
E1042	Auto-Fill	1	1,000	C	Heat
E1043	Auto-Fill	1	1,000	C	Heat
E1375	Auto-Fill	1	1,000	C	Heat
E1401	Auto-Fill	2	1,000	C	Heat
E1574	On Request	1	120	C	Pilot for Boiler
E3312	Auto-Fill	2	120	C	Pilot for Boiler
E4010	Auto-Fill	1	1,000	C	Cooking
E4110	Auto-Fill	2	1,000	C	Heat
E4130	Auto-Fill	3	1,000	G	Heat
E4128	Auto-Fill	2	500	G	Heat
E4160	Auto-Fill	1	124	C	Heat
E4225	Auto-Fill	2	1,000	G	Cooking
E4225	Auto-Fill	1	120	C	Pilot for Boiler
E4301	Auto-Fill	1	120	C	Pilot for Boiler
E5126	On Request	1	120	C	Pilot for Boiler
E5185	On Request	8	8	C	Forklift
E5641	Auto-Fill	1	1,000	C	Heat

E5828	On Request	1	120	C	Pilot for Boiler
E5951	Auto-Fill	1	500	C	Heat
E7225	Auto-Fill	1	500	C	Heat
<b>77</b>	<b>Total Tanks</b>	<b>97</b>			

### 7.3 Government-Furnished Material (GFM)/Property (GFP)/Equipment (GFE) (See TE-1 Government Owned Tanks)

#### 7.3.1 Utilities. N/A

7.4 Contractor-Furnished Material (CFM)/Property (CFP)/Equipment (CFE). All Contractor furnished, material, property and equipment shall meet applicable Federal, State, local, DOD and Army laws, codes, and regulations.

7.4.1 Contractor-Furnished Material and Responsibilities. The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract.

7.4.2 Contractor-Furnished Items. The Contractor shall provide all facilities, vehicles, equipment, parts, tools, fuel, oil, materials, and any other items required to perform all Contract requirements. The Contractor's property shall be operational as intended by the manufacturer, and be safe, clean, and suitable for use at a military installation. All Contractor furnished property and equipment are always subject to KO inspection.

7.4.2.1 Identification of Contractor Vehicles and Trailers. The company name shall be displayed on each of the Contractor's vehicles and trailers in a manner and size that is clearly visible. All vehicles and trailers shall display a valid State license plate and meet current local and State vehicle registration requirements.

7.5.2.1.2 The Contractor shall remove all vehicles, trailers, and equipment from the installation at the end of each workday, unless otherwise directed by the KO.

7.5.2.1.3 The Contractor's equipment and other slow-moving equipment shall be equipped with the slow-moving vehicle sign.

### MARKUP DIAGRAM

MARKUP: For each gallon of propane delivered, the contractor shall be paid based on the actual Wall Street Journal per gallon price on the day of delivery plus the contractor's proposed per gallon mark-up. The contractor's mark up shall cover costs associated with delivery of propane on a per gallon basis. The proposed mark up may include, but is not limited to, such items as labor, transportation, environmental fees, overhead, and profit cost elements. Failure to provide the price breakdown may render your offer ineligible for award for the mark up. The markup shall show all items and fees to show the full markup price, as in the sample format below:

Firm Fixed Markup: Base Year	
	\$ -
	\$ -



	\$ -
	\$ -
Total Markup	

Firm Fixed Markup: Option Year One (1)	
	\$ -
	\$ -
	\$ -
	\$ -
Total Markup	

Firm Fixed Markup: Option Year Two (2)	
	\$ -
	\$ -
	\$ -
	\$ -
Total Markup	

Firm Fixed Markup: Option Year Three (3)	
	\$ -
	\$ -
	\$ -
	\$ -
Total Markup	

Firm Fixed Markup: Option Year Four (4)	
	\$ -
	\$ -
	\$ -
	\$ -
Total Markup	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Propane Supply FFP	230,000	Gallon		
	<p>The Government estimated purchasing 230,000 gallons of propane under line item 0001. For each gallon of propane delivered, the contractor shall be paid based on the actual pricing listed on the U.S. Energy Information Administration (eia.gov) per gallon opening price as of the date of this solicitation plus the contractor's proposed per gallon mark-up. As an example calculation: (EIA pricing = \$1.300, the calculation would be: \$1.300 + Contractor's markup per gallon x 100 gallons = Total Amount). Note: The EIA per gallon price listed in the calculation above is only being used to compute your price for this solicitation. During the life of this contract, the EIA per gallon price will fluctuate; as a result, the Contractor shall be paid based on the actual price listed in the EIA on the day of delivery plus the Contractor firm fixed price markup. Contractors shall provide the total pricing breakdown for this CLIN as indicated in the example above.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination PSC CD: 6830</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Propane Tank Installation FFP Installation costs to include labor and incidental materials, such as piping, regulator and valve as needed. Please review the current exhibit. There are currently an estimated 97 tanks at APG. This number is an ESTIMATE ONLY and is subject to change during the life time of this contract if a new building or tank is added or if a building or tank is removed. This CLIN OPTION will be exercised at the sole discretion of the Government if a new tank is required. The contractor shall be responsible for installation of all required tanks. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	97	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Propane Tank Removal FFP Removal costs to include labor and incidental materials, such as piping, regulator and valve as needed. This CLIN OPTION will be exercised at the sole discretion of the Government if a tank is broken or requires replacement. The number provided is an ESTIMATE ONLY. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		10	Each		
OPTION	Propane Tank Repair FFP				
	Repair costs shall include troubleshooting, regulators, lines, and accessories. This CLIN OPTION will be exercised at the sole discretion of the Government , if the Government assigned COR agrees the repairs are required.				
	THE NUMBER PROVIDED HEREIN IS AN ESTIMATE ONLY.				
	NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.				
	FOB: Destination				
	PSC CD: 6830				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		97	Each		
	Propane Tank Maintenance FFP				
	Contractor shall provide a quote for maintaining ALL tanks to ensure each propane tank remains in good working condition. The Government estimates a current total of 97 tanks. This number is subject to change if a new building or tank is added or if a building or tank is removed. Contractor shall conduct routine maintenance on ALL tanks throughout the life of the contract. Contractor shall ensure all propane tanks are maintained in accordance with OSHA 1910.110 and NFPA 58 and are in proper operating conditions and appearance at all times.				
	NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Propane Tank Removal FFP Old Tank REMOVAL. Contractor shall submit a proposal for removing all installed tanks. This is a CLIN OPTION and will be exercised at the sole discretion of the Government. The pricing shall be for removal of the estimated number of tanks installed. The contractor shall take full responsibility to remove all installed tanks. The Government shall assume no responsibility for any installed tank. The Government estimates the number of required tanks is 97. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination	97	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Propane Supply FFP The Government estimated purchasing 230,000 gallons of propane under line item 0001. For each gallon of propane delivered, the contractor shall be paid based on the actual pricing listed on the U.S. Energy Information Administration (eia.gov) per gallon opening price as of the date of this solicitation plus the contractor's proposed per gallon mark-up. As an example calculation: (EIA pricing = \$1.300, the calculation would be: \$1.300 + Contractor's markup per gallon x 100 gallons = Total Amount). Note: The EIA per gallon price listed in the calculation above is only being used to compute your price for this solicitation. During the life of this contract, the EIA per gallon price will fluctuate; as a result, the Contractor shall be paid based on the actual price listed in the EIA on the day of delivery plus the Contractor firm fixed price markup. Contractors shall provide the total pricing breakdown for this CLIN as indicated in the example above. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	230,000	Gallon		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Propane Tank Installation FFP Installation costs to include labor and incidental materials, such as piping, regulator and valve as needed. Please review the current exhibit. There are currently an estimated 97 tanks at APG. This number is an ESTIMATE ONLY and is subject to change during the life time of this contract if a new building or tank is added or if a building or tank is removed. This CLIN OPTION will be exercised at the sole discretion of the Government if a new tank is required. The contractor shall be responsible for installation of all required tanks. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Propane Tank Removal FFP Removal costs to include labor and incidental materials, such as piping, regulator and valve as needed. This CLIN OPTION will be exercised at the sole discretion of the Government if a tank is broken or requires replacement. The number provided is an ESTIMATE ONLY.. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Propane Tank Repair FFP Repair costs shall include troubleshooting, regulators, lines, and accessories. This CLIN OPTION will be exercised at the sole discretion of the Government , if the Government assigned COR agrees the repairs are required. THE NUMBER PROVIDED HEREIN IS AN ESTIMATE ONLY. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Propane Tank Maintenance FFP Contractor shall provide a quote for maintaining ALL tanks to ensure each propane tank remains in good working condition. The Government estimates a current total of 97 tanks. This number is subject to change if a new building or tank is added or if a building or tank is removed. Contractor shall conduct routine maintenance on ALL tanks throughout the life of the contract. Contractor shall ensure all propane tanks are maintained in accordance with OSHA 1910.110 and NFPA 58 and are in proper operating conditions and appearance at all times. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination	97	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Propane Supply FFP	230,000	Gallon		
	<p>The Government estimated purchasing 230,000 gallons of propane under line item 0001. For each gallon of propane delivered, the contractor shall be paid based on the actual pricing listed on the U.S. Energy Information Administration (eia.gov) per gallon opening price as of the date of this solicitation plus the contractor's proposed per gallon mark-up. As an example calculation: (EIA pricing = \$1.300, the calculation would be: <math>\\$1.300 + \text{Contractor's markup per gallon} \times 100 \text{ gallons} = \text{Total Amount}</math>). Note: The EIA per gallon price listed in the calculation above is only being used to compute your price for this solicitation. During the life of this contract, the EIA per gallon price will fluctuate; as a result, the Contractor shall be paid based on the actual price listed in the EIA on the day of delivery plus the Contractor firm fixed price markup. Contractors shall provide the total pricing breakdown for this CLIN as indicated in the example above.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: 6830</p>				

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Propane Tank Installation FFP Installation costs to include labor and incidental materials, such as piping, regulator and valve as needed. Please review the current exhibit. There are currently an estimated 97 tanks at APG. This number is an ESTIMATE ONLY and is subject to change during the life time of this contract if a new building or tank is added or if a building or tank is removed. This CLIN OPTION will be exercised at the sole discretion of the Government if a new tank is required. The contractor shall be responsible for installation of all required tanks. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Propane Tank Removal FFP Removal costs to include labor and incidental materials, such as piping, regulator and valve as needed. This CLIN OPTION will be exercised at the sole discretion of the Government if a tank is broken or requires replacement. The number provided is an ESTIMATE ONLY. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2004 Propane Tank Repair  
FFP

Repair costs shall include troubleshooting, regulators, lines, and accessories. This CLIN OPTION will be exercised at the sole discretion of the Government , if the Government assigned COR agrees the repairs are required.

THE NUMBER PROVIDED HEREIN IS AN ESTIMATE ONLY.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 6830

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2005 Propane Tank Maintenance  
FFP

Contractor shall provide a quote for maintaining ALL tanks to ensure each propane tank remains in good working condition. The Government estimates a current total of 97 tanks. This number is subject to change if a new building or tank is added or if a building or tank is removed. Contractor shall conduct routine maintenance on ALL tanks throughout the life of the contract. Contractor shall ensure all propane tanks are maintained in accordance with OSHA 1910.110 and NFPA 58 and are in proper operating conditions and appearance at all times.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Propane Supply FFP	230,000	Gallon		
	<p>The Government estimated purchasing 230,000 gallons of propane under line item 0001. For each gallon of propane delivered, the contactor shall be paid based on the actual pricing listed on the U.S. Energy Information Administration (eia.gov) per gallon opening price as of the date of this solicitation plus the contractor's proposed per gallon mark-up. As an example calculation: (EIA pricing = \$1.300, the calculation would be: \$1.300 + Contractor's markup per gallon x 100 gallons = Total Amount). Note: The EIA per gallon price listed in the calculation above is only being used to compute your price for this solicitation. During the life of this contract, the EIA per gallon price will fluctuate; as a result, the Contractor shall be paid based on the actual price listed in the EIA on the day of delivery plus the Contractor firm fixed price markup. Contractors shall provide the total pricing breakdown for this CLIN as indicated in the example above</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: 6830</p>				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Propane Tank Installation FFP Installation costs to include labor and incidental materials, such as piping, regulator and valve as needed. Please review the current exhibit. There are currently an estimated 97 tanks at APG. This number is an ESTIMATE ONLY and is subject to change during the life time of this contract if a new building or tank is added or if a building or tank is removed. This CLIN OPTION will be exercised at the sole discretion of the Government if a new tank is required. The contractor shall be responsible for installation of all required tanks. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Propane Tank Removal FFP Removal costs to include labor and incidental materials, such as piping, regulator and valve as needed. This CLIN OPTION will be exercised at the sole discretion of the Government if a tank is broken or requires replacement. The number provided is an ESTIMATE ONLY. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3004 Propane Tank Repair  
FFP

Repair costs shall include troubleshooting, regulators, lines, and accessories. This CLIN OPTION will be exercised at the sole discretion of the Government , if the Government assigned COR agrees the repairs are required.

THE NUMBER PROVIDED HEREIN IS AN ESTIMATE ONLY.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 6830

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3005 Propane Tank Maintenance  
FFP

Contractor shall provide a quote for maintaining ALL tanks to ensure each propane tank remains in good working condition. The Government estimates a current total of 97 tanks. This number is subject to change if a new building or tank is added or if a building or tank is removed. Contractor shall conduct routine maintenance on ALL tanks throughout the life of the contract. Contractor shall ensure all propane tanks are maintained in accordance with OSHA 1910.110 and NFPA 58 and are in proper operating conditions and appearance at all times.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Propane Supply FFP The Government estimated purchasing 230,000 gallons of propane under line item 0001. For each gallon of propane delivered, the contractor shall be paid based on the actual pricing listed on the U.S. Energy Information Administration (eia.gov) per gallon opening price as of the date of this solicitation plus the contractor's proposed per gallon mark-up. As an example calculation: (EIA pricing = \$1.300, the calculation would be: \$1.300 + Contractor's markup per gallon x 100 gallons = Total Amount). Note: The EIA per gallon price listed in the calculation above is only being used to compute your price for this solicitation. During the life of this contract, the EIA per gallon price will fluctuate; as a result, the Contractor shall be paid based on the actual price listed in the EIA on the day of delivery plus the Contractor firm fixed price markup. Contractors shall provide the total pricing breakdown for this CLIN as indicated in the example above. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	230,000	Gallon		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Propane Tank Installation FFP Installation costs to include labor and incidental materials, such as piping, regulator and valve as needed. Please review the current exhibit. There are currently an estimated 97 tanks at APG. This number is an ESTIMATE ONLY and is subject to change during the life time of this contract if a new building or tank is added or if a building or tank is removed. This CLIN OPTION will be exercised at the sole discretion of the Government if a new tank is required. The contractor shall be responsible for installation of all required tanks. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Propane Tank Removal FFP Removal costs to include labor and incidental materials, such as piping, regulator and valve as needed. This CLIN OPTION will be exercised at the sole discretion of the Government if a tank is broken or requires replacement. The number provided is an ESTIMATE ONLY. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6830	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4004 Propane Tank Repair  
FFP

Repair costs shall include troubleshooting, regulators, lines, and accessories. This CLIN OPTION will be exercised at the sole discretion of the Government , if the Government assigned COR agrees the repairs are required.

THE NUMBER PROVIDED HEREIN IS AN ESTIMATE ONLY.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: 6830

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4005 Propane Tank Maintenance  
FFP

Contractor shall provide a quote for maintaining ALL tanks to ensure each propane tank remains in good working condition. The Government estimates a current total of 97 tanks. This number is subject to change if a new building or tank is added or if a building or tank is removed. Contractor shall conduct routine maintenance on ALL tanks throughout the life of the contract. Contractor shall ensure all propane tanks are maintained in accordance with OSHA 1910.110 and NFPA 58 and are in proper operating conditions and appearance at all times.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	Propane Tank Removal FFP END OF CONTRACT REMOVAL. This is a CLIN OPTION and will be exercised at the sole discretion of the Government. Contractor shall submit a proposal for removing all installed tanks at the end of the contract. The pricing shall be for removal of the estimated number of tanks installed. The contractor shall take full responsibility to remove all installed tanks. The Government shall assume no responsibility for any installed tank. The Government estimates the number of required tanks is 97. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination	97	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 OPTION	Propane Supply FFP he Government estimated purchasing 230,000 gallons of propane under line item 0001. For each gallon of propane delivered, the contractor shall be paid based on the actual pricing listed on the U.S. Energy Information Administration (eia.gov) per gallon opening price as of the date of this solicitation plus the contractor's proposed per gallon mark-up. As an example calculation: (EIA pricing = \$1.300, the calculation would be: \$1.300 + Contractor's markup per gallon x 100 gallons = Total Amount). Note: The EIA per gallon price listed in the calculation above is only being used to compute your price for this solicitation. During the life of this contract, the EIA per gallon price will fluctuate; as a result, the Contractor shall be paid based on the actual price listed in the EIA on the day of delivery plus the Contractor firm fixed price markup. Contractors shall provide the total pricing breakdown for this CLIN as indicated in the example above. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination	97	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 OPTION	Propane Tank Installation FFP	97	Each		
	<p>Installation costs to include labor and incidental materials, such as piping, regulator and valve as needed. Please review the current exhibit. There are currently an estimated 97 tanks at APG. This number is an ESTIMATE ONLY and is subject to change during the life time of this contract if a new building or tank is added or if a building or tank is removed. This CLIN OPTION will be exercised at the sole discretion of the Government if a new tank is required. The contractor shall be responsible for installation of all required tanks.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: 6830</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003 OPTION	Propane Tank Removal FFP	10	Each		
	<p>Removal costs to include labor and incidental materials, such as piping, regulator and valve as needed. This CLIN OPTION will be exercised at the sole discretion of the Government if a tank is broken or requires replacement. The number provided is an ESTIMATE ONLY.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: 6830</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004		10	Each		
OPTION	Propane Tank Repair FFP				
	Repair costs shall include troubleshooting, regulators, lines, and accessories. This CLIN OPTION will be exercised at the sole discretion of the Government , if the Government assigned COR agrees the repairs are required.				
	THE NUMBER PROVIDED HEREIN IS AN ESTIMATE ONLY.				
	NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.				
	FOB: Destination				
	PSC CD: 6830				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005		97	Each		
	Propane Tank Maintenance FFP				
	Contractor shall provide a quote for maintaining ALL tanks to ensure each propane tank remains in good working condition. The Government estimates a current total of 97 tanks. This number is subject to change if a new building or tank is added or if a building or tank is removed. Contractor shall conduct routine maintenance on ALL tanks throughout the life of the contract. Contractor shall ensure all propane tanks are maintained in accordance with OSHA 1910.110 and NFPA 58 and are in proper operating conditions and appearance at all times.				
	NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006 OPTION	Propane Tank Removal FFP	97	Each		
<p>END OF CONTRACT REMOVAL. This is a CLIN OPTION and will be exercised at the sole discretion of the Government. Contractor shall submit a proposal for removing all installed tanks at the end of the contract. The pricing shall be for removal of the estimated number of tanks installed. The contractor shall take full responsibility to remove all installed tanks. The Government shall assume no responsibility for any installed tank. The Government estimates the number of required tanks is 97.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p>					
NET AMT					

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	N/A	N/A	N/A	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government

3004	Destination	Government	Destination	Government
3005	N/A	N/A	N/A	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	N/A	N/A	N/A	Government
4006	N/A	N/A	N/A	Government
5001	N/A	N/A	N/A	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	N/A	N/A	N/A	Government
5006	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 02-FEB-2023 TO 01-FEB-2024	N/A	ABERDEEN PROVING GROUND DPW 4304 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
0002	POP 02-FEB-2023 TO 01-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
0003	POP 02-FEB-2023 TO 01-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
0004	POP 02-FEB-2023 TO 01-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
0005	POP 02-FEB-2023 TO 01-FEB-2024	N/A	ABERDEEN PROVING GROUND DIRECTORATE OF PUBLIC WORKS ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
0006	POP 02-FEB-2023 TO 01-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
1001	POP 02-FEB-2024 TO 01-FEB-2025	N/A	ABERDEEN PROVING GROUND DPW 4304 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS

1002	POP 02-FEB-2024 TO 01-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
1003	POP 02-FEB-2024 TO 01-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
1004	POP 02-FEB-2024 TO 01-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
1005	POP 02-FEB-2024 TO 01-FEB-2025	N/A	ABERDEEN PROVING GROUND DIRECTORATE OF PUBLIC WORKS ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
2001	POP 02-FEB-2025 TO 01-FEB-2026	N/A	ABERDEEN PROVING GROUND DPW 4304 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
2002	POP 02-FEB-2025 TO 01-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
2003	POP 02-FEB-2025 TO 01-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
2004	POP 02-FEB-2025 TO 01-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
2005	POP 02-FEB-2025 TO 01-FEB-2026	N/A	ABERDEEN PROVING GROUND DIRECTORATE OF PUBLIC WORKS ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
3001	POP 02-FEB-2026 TO 01-FEB-2027	N/A	ABERDEEN PROVING GROUND DPW 4304 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
3002	POP 02-FEB-2026 TO 01-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
3003	POP 02-FEB-2026 TO 01-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
3004	POP 02-FEB-2026 TO 01-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
3005	POP 02-FEB-2026 TO 01-FEB-2027	N/A	ABERDEEN PROVING GROUND DIRECTORATE OF PUBLIC WORKS ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS

4001	POP 02-FEB-2027 TO 01-FEB-2028	N/A	ABERDEEN PROVING GROUND DPW 4304 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
4002	POP 02-FEB-2027 TO 01-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
4003	POP 02-FEB-2027 TO 01-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
4004	POP 02-FEB-2027 TO 01-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
4005	POP 02-FEB-2027 TO 01-FEB-2028	N/A	ABERDEEN PROVING GROUND DIRECTORATE OF PUBLIC WORKS ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
4006	POP 02-FEB-2027 TO 01-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
5001	POP 02-FEB-2028 TO 01-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
5002	POP 02-FEB-2028 TO 01-JUL-2028	N/A	ABERDEEN PROVING GROUND DPW 4304 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
5003	POP 02-FEB-2028 TO 01-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
5004	POP 02-FEB-2028 TO 01-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS
5005	POP 02-FEB-2028 TO 01-JUL-2028	N/A	ABERDEEN PROVING GROUND DIRECTORATE OF PUBLIC WORKS ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W905HS
5006	POP 02-FEB-2028 TO 01-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905HS

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
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
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.211-13	Time Extensions	SEP 2000
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-23	Limitation Of Liability	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984



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	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7022	Expediting Contract Closeout	MAY 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.215-7016	Notification to Offerors--Postaward Debriefings	MAR 2022
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7013	Duty-Free Entry--Basic	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021

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)

52.204-20 Predecessor 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.

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

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.

(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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).

(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)

(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)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

## 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)

## 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to 0001, 1001, 2001, 3001& 4001.

(End of clause)

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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



- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

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

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

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

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

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

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained

for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

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

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

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

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

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

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

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

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

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

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

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

"Small business concern"--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which 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 its stock is owned by one or more women; or

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

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract 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 it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small disadvantaged business concern as defined in 13 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 concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

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

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

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

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

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

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

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

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

\_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

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.

Other Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) 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]

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

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

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

Other End Products:

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; and

(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.

(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. By submission of its offer, the offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_

Immediate owner legal name: \_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

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

Highest level owner CAGE code: \_\_\_\_

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

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

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

(1) As required by section 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 and 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).

(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 (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(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. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) 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.

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

(4) 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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or 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) Interest.

(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, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed 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 within 30 days;

(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 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.

(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 a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, 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 which 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 request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and 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. 2409 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 (MAY 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.]

XX (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. 2402).

XX (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.)

XX (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]

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

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

XX (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).

XX (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 (SEP 2021) (15 U.S.C. 657a).

\_\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

XX (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.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

XX (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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.

XX (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

XX (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 (SEP 2021) (15 U.S.C. 657f).

XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (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).

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

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

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

XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

XX (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.

XX (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.

XX (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).

XX (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.)

XX (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.

XX (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.

XX (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

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

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (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. 2302 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. 2307(f)).

XX (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (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) (E.O. 13658).

XX (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 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) XX (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. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

#### 52.216-18 ORDERING. (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the contract completion period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when--

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of \$230,000.00;
  - (2) Any order for a combination of items in excess of \$500,000.00; or
  - (3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased



by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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

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

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

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

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

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months after the completion of this contract.

(End of clause)

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

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

(End of provision)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within five (5) days.

(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 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

## 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(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):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[Insert one or more Internet addresses]*

(End of clause)

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

(End of clause)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

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

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit	
line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

-----

Contract line, subtitle, or exhibit line item No.	Item description
-----	-----
.....	-----

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)



(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.

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(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.

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(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 item financing, submit a commercial item financing request.

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

[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	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
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.

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

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(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

#### **BASIS OF AWARD**

**Basis for Award:** This solicitation is set-aside for Small Business only. The Government intends to award one Firm-Fixed Price contract to the Lowest Price Offeror in accordance with FAR Part 13 for the supply of propane to various sized tanks.

**Note:** Firm-fixed price shall include all labor associated with delivery of material.

**Instructions for submission of proposal:** Contractors shall complete each Contract Line Item Number in solicitation to reflect the Unit Price and Total Amount for each line item. On the Markup Diagram, pages 40 -41, Contractors shall submit a Firm-Fixed Price Markup for the base year and each of the Option Year periods as indicated in "MARKUP DIAGRAM" instructions, page 40. CLINs 0001, 1001, 2001, 3001 and 4001, request contractors to provide a breakdown of the CLINs proposal cost by performing the calculation provided in the example found in the CLIN. The Contractor shall complete the calculation by the following example: EIA pricing + Contractor's Markup per gallon x the number of gallons = Total Amount. The offeror shall enter the Total Amount from the calculation in the Total Amount section for each of the CLINs. The total amount entered shall be the sum of the Quantity x Unit price. The Government will review all submitted proposal and evaluate the total amount for each CLIN, add these amounts, per year, to determine the lowest priced offer.

Contractors shall submit all questions via email. No questions will be answered via telephone. Submit all questions to Barbara D. Cousins, Contracting Officer and Teddy T. Thompson, Contracting Specialist.

**Rejection of Offers:** The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. Examples include, but are not limited to, the following:

- a. Offers that provide only a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in this combined synopsis/solicitation; or
- b. Offers that reflect an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the requirements. This may include submission of a proposal which is abnormally high or low in Price or unattainable in terms of technical or schedule commitments: or

- c. Offers that do not meet all the stated material requirements of this combined synopsis/solicitation;  
or
- d. Offers that propose exceptions to the attachments, exhibits, enclosures, or other combined synopsis/solicitation terms and conditions.