

COMBINED SYNOPSIS/SOLICITATION  
LANDSCAPE MAINTENANCE/GROUNDS SERVICES FOR THE NATIONAL WEATHER SERVICE IN  
POCATELLO, IDAHO

(I) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice and in accordance with the simplified acquisition procedures authorized in FAR Part 13. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

(II) This solicitation is issued as a request for quotation (RFQ). Submit written quotes on RFQ Number NWWT95782300042KDK.

(III) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-01 DEC 2022 Deviation 2023-03 DEC 2022.

(IV) This solicitation is being issued as a total Small Business Set-Aside. The associated NAICS code is 561730. The small business size standard is \$9.5M.

(V) This combined solicitation/synopsis is for purchase of the following commercial services:  
Line Item 0001 – Base Year; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for landscape services at the National Weather Service (NWS) Weather Forecast Office (WFO) located in Pocatello, Idaho, in accordance with the incorporated Statement of Work. The period of performance is twelve months (04/01/2023 – 03/31/2024). The period of service is 04/01/2023 to 10/31/2023 (7 months) and no work is performed from 11/01/2023 to 03/31/2024.

Line Item 1001 – Option Year 1; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for landscaping services at the National Weather Service (NWS) Weather Forecast Office (WFO) located in Pocatello, Idaho, in accordance with the incorporated Statement of Work. The period of performance is twelve months (04/01/2024 – 03/31/2025). The period of service is 04/01/2024 to 10/31/2024 (7 months) and no work is performed from 11/01/2024 to 03/31/2025.

Line Item 2001 – Option Year 2; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for landscaping services at the National Weather Service (NWS) Weather Forecast Office (WFO) located in Pocatello, Idaho, in accordance with the incorporated Statement of Work. The period of performance is twelve months (04/01/2025 – 03/31/2026). The period of service is 04/01/2025 to 10/31/2025 (7 months) and no work is performed from 11/01/2025 to 03/31/2026.

Line Item 3001 – Option Year 3; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for landscaping services at the National Weather Service (NWS) Weather Forecast Office (WFO) located in Pocatello, Idaho, in accordance with the incorporated Statement of Work. The period of performance is twelve months (04/01/2026 – 03/31/2027). The period of service is 04/01/2026 to 10/31/2026 (7 months) and no work is performed from 11/01/2026 to 03/31/2027.

Line Item 4001 – Option Year 4; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for landscaping services at the National Weather Service (NWS) Weather Forecast Office (WFO) located in Pocatello, Idaho, in accordance with the incorporated Statement of Work. The period of performance is twelve months (04/01/2027 – 03/31/2028). The period of service is 04/01/2027 to 10/31/2027 (7 months) and no work is performed from 11/01/2027 to 03/31/2028.

(VI) Description of requirements is as follows:  
See attached Statement of Work which applies to Base Year and all Option Years 1 – 4, and Department of Labor Wage Rates: WD2015-5509, Revision No. 19, dated 12/27/2022, which can be found on:  
<https://wdolhome.sam.gov/>

(VII) Date(s) and place(s) of delivery and acceptance Pocatello WFO Pocatello, Idaho, 41945 Beechcraft Avenue, Pocatello, ID 83204-7508

Period of performance shall be:

Base Year Period of Performance begins April 1, 2023 and ends October 31, 2023.

The contract period ends March 31, 2024. No work is performed November through March.

Option Period 1 Period of Performance begins April 1, 2024 and ends October 31, 2024.

The contract period ends March 31, 2025. No work is performed November through March.

Option Period 2 Period of Performance begins April 1, 2025 and ends October 31, 2025.

The contract period ends March 31, 2026. No work is performed November through March.

Option Period 3 Period of Performance begins April 1, 2026 and ends October 31, 2026.

The contract period ends March 31, 2027. No work is performed November through March.

Option Period 4 Period of Performance begins April 1, 2027 and ends October 31, 2027.

The contract period ends March 31, 2028. No work is performed November through March.

(VIII) FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021), applies to this acquisition.

NOTICE TO OFFERORS: Instructions for submitting quotations under this request for quote must be followed. Failure to provide all information to aid in the evaluation may be considered non-responsive. Offers that are non-responsive may be excluded from further evaluation and rejected without further notification to the offeror.

1. Submit PDF or Microsoft Word format quotations to the office specified in this solicitation at or before the time specified in the solicitation. Email quotes are required and can be sent to [kirsten.keen@noaa.gov](mailto:kirsten.keen@noaa.gov).
2. Contractor shall have an active registration in the System for Award Management (SAM found at <https://sam.gov/content/home>) in order to provide a quote and be eligible for award. Must provide their UEID/CAGE CODE with their quote.
3. Provide all evaluation criteria in accordance with FAR 52.212-2 in this package.
4. Quote shall include at least two references for similar services including the phone number, full address, and e-mail address. References will be checked. The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the Offeror, the agency's knowledge of contractor performance, other government agencies or commercial entities, or past performance databases, and will be based on responsiveness, quality, and customer services.

(IX) FAR 52.212-2, EVALUATION- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021), applies to this acquisition. Offers will be evaluated based on price and the factors set forth in paragraph (a). The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Paragraph (a) is hereby completed as follows: Evaluation will be based on

1. Past Performance. The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction. Quote shall include at least two references for similar landscape services including the phone number, full address, and e-mail address (if available). The government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the offeror, the agency's knowledge of the contractor's performance, other government agencies or commercial entities.
2. Price

The Government intends to award a low priced, technically acceptable, firm fixed-price purchase order on an all or none basis with payment terms of Net 30.

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either

party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.  
(End of provision)

"THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST AND RECEIVE A CONFIRMATION OF THE QUOTE RECEIPT".

CAM 1352.215-72 INQUIRIES (APR 2010)  
OFFERORS MUST SUBMIT ALL QUESTIONS CONCERNING THIS SOLICITATION IN WRITING VIA EMAIL TO [kirsten.keen@noaa.gov](mailto:kirsten.keen@noaa.gov). QUESTIONS SHOULD BE RECEIVED NO LATER THAN 12:00 P.M. MDT 03/14/2023. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.  
(End of clause)

FAR 52.237-1 SITE VISIT (APR 1984)  
Vendors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

All Bidders are strongly encouraged to make a site visit to inspect all proposed work and to acquire all necessary site information to properly prepare their quote. Failure of the Contractor to visit the site and acquire all necessary site information to properly prepare the quote shall not be acceptable cause to justify a later request for additional costs after Contract Award. Any questions that come up at the site visit must be provided to Kirsten Keen via email at [kirsten.keen@noaa.gov](mailto:kirsten.keen@noaa.gov) no later than 03/14/2023 at 12:00 pm MDT. No questions will be answered on site.

YOUR SITE VISIT POINT OF CONTACT IS BELOW. BEFORE COMING TO THE SITE YOU WILL NEED TO GET AN APPROVAL ACKNOWLEDGEMENT VIA EMAIL OR PHONE AND A TIME AND DATE SET UP FOR THE SITE VISIT.

**TO SCHEDULE YOUR SITE VISIT, PLEASE CONTACT:**

Bryan Tilley, Meteorologist, (208) 232-9212 or  
Vernon Preston, Meteorologist in Charge, (208) 232-9309

**(X) 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) (DEVIATION 2023-03) (DEC 2022)**

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

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

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

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

*Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern*—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

*Small business concern*—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 (DEVIATION 2023-03) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

- (i) It  is,  is not a service-disabled veteran-owned small business concern; or
- (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2).

[ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_.* ] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_.* ]

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

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 12466-

(1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

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

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

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

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

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

(2) Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
| _____         | _____             | _____                                 |
| _____         | _____             | _____                                 |
| _____         | _____             | _____                                 |

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_

[List as necessary]

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

(g)

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

(i)

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

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

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

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

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

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

Other Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
| _____         | _____             | _____                                 |
| _____         | _____             | _____                                 |
| _____         | _____             | _____                                 |

[List as necessary]

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

Line Item No. \_\_\_\_\_

[List as necessary]

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

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

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

Israeli End Products:

**Line Item No.**

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

[List as necessary]

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

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

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

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

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

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

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

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

**Listed End Product**

**Listed Countries of Origin**

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) *Representation*. The Offeror represents that-

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g)) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
- (1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:  
 Immediate owner CAGE code: \_\_\_\_\_.  
 Immediate owner legal name: \_\_\_\_\_.  
 (Do not use a "doing business as" name)  
 Is the immediate owner owned or controlled by another entity:  Yes or  No.
- (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:  
 Highest-level owner CAGE code: \_\_\_\_\_.  
 Highest-level owner legal name: \_\_\_\_\_.  
 (Do not use a "doing business as" name)
- (q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*
- (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-
- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (2) The Offeror represents that-
- (i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):  
 Predecessor CAGE code: (or mark "Unknown").  
 Predecessor legal name:\_\_\_\_\_.  
 (Do not use a "doing business as" name).
- (s) [Reserved].
- (t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ( 12.301(d)(1)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

Alternate I (Oct2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

The offeror shall complete the annual representations and certifications electronically in System for Award Management at <https://sam.gov/content/home>.

(XI) The clause at FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022), applies to this acquisition.

(XII) FAR 52.212-5, CONTRACT TERMS AND CONDITION REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) (Deviation 2023-03) (DEC 2022) (Deviation 2021-06) (Sept 2021) (Deviation 2020-05) (Apr 2020) (Deviation 2017-05) (Sept 2017)

(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)(dPublic Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Nov 2021), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C.4655).

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

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2020) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (41 U.S.C. 4712) relating to whistleblower protections) (Deviation 2017-05)(Sept 2017).

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

\_\_\_ (6) [Reserved].

\_\_\_ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

\_\_\_ (11) [Reserved].

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

\_\_\_ (13)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022 (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

\_\_\_ (14) [Reserved]

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

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

\_\_\_ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)). (DEVIATION 2023-03) (DEC 2022)

\_\_\_ (18)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

- \_\_\_ (v) Alternate IV (Sep 2021) of 52.219-9.
- XX (19)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-13.
- \_\_\_ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637(s)). (Deviation 2021-06) (Sept 2021)
- \_\_\_ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657 f).
- XX (23) 52.219-28, (i) Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- XX(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- XX (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).
- XX(30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX (31) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (32) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- XX (33) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- \_\_\_ (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (36)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial Products and Commercial Services as prescribed in 22.1803.)
- \_\_\_ (38)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- \_\_\_ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (41)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (42)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- \_\_\_ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- XX (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- \_\_\_ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_ (49) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- \_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.

\_\_\_ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.

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

\_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.

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

XX (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (56) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

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

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

\_\_\_ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

XX (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (31 U.S.C. 3903 and 10 U.S.C. 2307). (Deviation 2020-05) (April 2020)

\_\_\_ (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) 46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) 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.*]

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

XX (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).

*This Statement is for Information Only; It is  
not a Wage Determination*

Employee Class      Monetary Wage-Fringe Benefits

WG 8                  Gardener \$21.07, 30%

\_\_\_ (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).

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

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, 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

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

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**(XIII) THE FOLLOWING CLAUSES ARE ALSO APPLICABLE TO THIS ACQUISITION:**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates on 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 address: <https://www.acquisition.gov>

(End of Clause)

**FAR 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 Commerce Acquisition Regulation (48 CFR Chapter 1352) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

**FAR 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 15 days.

(End of clause)

Inclusion of FAR clause 52.217-8, Option to Extend Services, in the solicitation and resultant contract is for use by the Government as outlined at FAR 37.111, Extension of Services. The option will be exercised as needed at any time during the life of the contract using the rates applicable at the time of exercise.

**FAR 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

**FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

**FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

**FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)**

**FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

**FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**

FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

**PROVISIONS:**

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

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

(End of provision)

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR Chapter 1352) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

FAR 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) Representation. 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)

FAR 52.217-5 EVALUATION OF OPTIONS (JULY 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)

This includes options under FAR clause 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options will not obligate the Government to exercise the option(s).

## DEPARTMENT OF COMMERCE CLAUSES

FOR FULL TEXT OF A COMMERCE ACQUISITION REGULATION, CLAUSE OR PROVISION YOU MAY GO TO THE FOLLOWING WEBSITE,

[https://www.ecfr.gov/cgi-bin/text-idx?SID=bf6e18a9476188ddcae1efa1cc9fcabd&mc=true&tpl=/ecfrbrowse/Title48/48cfr1352\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=bf6e18a9476188ddcae1efa1cc9fcabd&mc=true&tpl=/ecfrbrowse/Title48/48cfr1352_main_02.tpl)

CAR 1352.201-70, CONTRACTING OFFICER'S AUTHORITY (APRIL 2010)

CAR 1352.209-73, COMPLIANCE WITH THE LAWS (APRIL 2010)

CAR 1352.209-74, ORGANIZATIONAL CONFLICT OF INTEREST (APRIL 2010)

CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

Chad Hepp

Director

NOAA/AGO Western Acquisition Division-Boulder

325 Broadway SOU6

Boulder, CO 80305

FAX: 303-497-6335

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

Barry Berkowitz

Senior Procurement Executive and

Director, Office of Acquisition Management  
U.S. Department of Commerce  
Room 6422  
Herbert C. Hoover Building  
14<sup>th</sup> Street and Constitution Avenue, N.W.  
Washington, DC 20230  
FAX: 202-482-1711

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, DC 20230  
FAX: (202) 482-5858.

(End of clause)

1352.233-71 GAO and Court of Federal Claims protests (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
FAX: (202) 482-5858

(End of clause)

## **NOAA ACQUISITION MANUAL (NAM) CONTRACT LANGUAGE**

NAM 1330-52.270-304 NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2016)

a. The NOAA Acquisition and Grants Office (AGO) Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

1. Allow contractors to better prepare for and propose on business opportunities.
2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting from.
3. Identify constraints in transparency and process.

b. The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO

Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

c. Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer's decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

d. There are several constraints to the scope of the AGO Ombudsman's authority, for instance:

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A-76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates, etc.).

2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.

3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.

4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.

5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.

6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.

7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

e. After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

f. The AGO Ombudsman is not to be contacted to request copies of forms and/or documents under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

g. Questions regarding items (a) through (f) within this language shall be directed to [ago.ombudsman@noaa.gov](mailto:ago.ombudsman@noaa.gov)

(End of contract language)

NAM 1330-52.232-72 NOAA TRANSITION TO THE INVOICE PROCESSING PLATFORM ELECTRONIC INVOICING SYSTEM (FEB 2023)

As prescribed in 1330-32.7003(b), Electronic Submission and Processing of Payment Requests, insert the following language (i) in all existing contract actions with an ultimate completion or delivery date after October 1, 2023, (ii) in all new solicitations and contract actions when award will be made before October 1, 2023, and (iii) in any contract action with a delivery date or period of performance ending on or after October 1, 2020 with an unliquidated balance that cannot be liquidated, either by deobligation and closeout or by making payment in full, before October 1, 2023, except-

- (i) Contract actions using the purchase card as a payment method,
- (ii) Contracts authorizing payment in a foreign currency, or
- (iii) With advance approval from the Bureau Procurement Official, when use of the IPP presents a threat to national security; is not in the best interest of the Government due to a matter of unusual or compelling urgency; or the political, financial, or communications infrastructure of a foreign country does not support access to the IPP.

NOAA Transition to the Invoice Processing Platform Electronic Invoicing System (Feb 2023)

Beginning October 1, 2023, when NOAA implements the Department of Commerce Business Applications Solution, the Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform (the IPP) System. The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://www.ipp.gov>.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)). All supporting documents required by the Contracting Officer must be included as attachments to payment requests submitted through the IPP.

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of solicitation and contract language)

#### NAM 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

(a)

1. The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members ("contractor employees") to have access to and to the extent authorized, mobility within, a NOAA facility.

2. NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited, to the following events:

i. Federal public holidays for Federal employees in accordance with 5 U.S.C. 6103;

ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;

iii. Occupational safety or health hazards;

iv. Lapse in Appropriations; or

v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

3. In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the Contracting Officer's Representative (COR), which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off-site if possible or reassigning personnel to other activities if appropriate. (c) The contractor shall be responsible for monitoring the Office of Personnel Management at [opm.gov](http://opm.gov), the local radio, television stations, NOAA web sites, and other communication channels. Once the facility is accessible, the contractor shall resume contract performance as required by the contract. (d) For the period that NOAA facilities were not accessible to contractors who required access in order to perform the services, the contracting officer may—

1. Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;
2. Forego the work; or
3. Reschedule the work by mutual agreement of the parties.

(e) Notification procedures of a NOAA facility closure, including contractor denial of access, are as follows:

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

2. Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of Government resources in a manner that would cause the Government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a contracting officer before attempting to make a delivery. Contracting officers will be available throughout the lapse in appropriation period to provide guidance. Once OMB guidance is given, CORs, in consultation with the contracting officer, will notify those contractors that are deemed by the Program Office to be performing excepted work and identify the contractor personnel requiring access to NOAA facilities. CORs will also coordinate with directly with facility management or physical security personnel at respective locations to ensure that the names of contractor personnel requiring access to Government facilities during the lapse in appropriations are provided to physical security personnel. Contractors who are not designated as performing excepted work are not allowed access to Government facilities or to utilize Government resources in a manner that would incur any additional obligation of funding on behalf of the Government during the lapse in appropriation. 3. Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the contracting officer. The written request shall provide justification supporting the required access and be submitted \_\_\_\_\_ hours/days (*contracting officer insert number of days. If blank, 72 hours applies*) before access to the NOAA facility is needed.

NAM 1330-52.237-70 CONTRACTOR COMMUNICATIONS (a) A contractor employee shall be identified both by the individual's name and the contractor's name when:

1. Included in NOAA's locator, and
2. When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

(b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number. (c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

NAM 1330-52.237-71 NOAA GOVERNMENT-CONTRACTOR RELATIONS – NON-PERSONAL SERVICES (SEPT 2017)

(a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services as defined in FAR Part 37, Service Contracting, and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties an understanding of their respective obligations. (b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.
2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.

(c) The services to be performed under this contract do not require the contractor or the contractor's personnel to exercise personal judgement and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgement and discretion on behalf of the contractor.

(d) Rules, regulations, directives, and requirements that are issued by the Department of Commerce and NOAA under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation and facilities, who are provided access to Government systems, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract. (e) Both parties are responsible for monitoring contract activities for indications of improper employee-employer relationships during performance. In the event a situation or occurrence takes place inconsistent with this contract language, the following applies:

1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.

2. The contracting officer will review the information provided by the contractor, obtain additional information (if needed), and respond in writing as soon as practicable after receipt of the notification from the contractor. The contracting officer's response will provide a decision on whether the contracting officer determines the situation or occurrence to be inconsistent with the intent of this contract language and, if deemed necessary, will specify any corrective action(s) to be taken in order to resolve the issue.

#### NAM 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)

In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

##### (a) *Definitions.*

*Contractor Employees* - The term "contractor employees," as used in this solicitation and contract language, refers to employees of the prime contractor or its subcontractors, affiliates, consultants, or team members.

*Sexual Assault* - The term sexual assault, as used in this solicitation and contract language, means any conduct proscribed by state or federal sexual abuse laws, including, but not limited to, those defined in chapter 109A of title 18 of the U.S. Code (sexual abuse), and assaults committed both by offenders who are strangers to the victim and by offenders who are known or related by blood or marriage to the victim.

*Sexual Harassment* - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The main characteristics of sexual harassment are that the harasser's conduct is targeted against the recipient's sex, gender identity, or sexual orientation, and is unwelcome to the recipient. It may include, but is not limited to: offensive jokes, slurs, epithets or name calling, undue attention, physical assaults or threats, unwelcome touching or contact, intimidation, ridicule or mockery, insults or put-downs, constant or unwelcome questions about an individual's identity, and offensive objects or pictures.

##### (b) *Requirements.*

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.

2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.

3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the Contracting Officer's Representative (COR), subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6.07, Reporting from Remote Locations. 1. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.

2. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).

4. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within business days [30 unless a different number is inserted] of contract award or the date a contractor employee is assigned to perform under the contract, as applicable. Evidence of initial training by name and date completed for each contractor employee, shall be submitted to the COR or contracting officer (if no COR assigned) within 10 business days of completion.

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1st of each calendar year of contract performance.

i. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at: [http://www.ago.noaa.gov/quicklinks/harassment\\_training.html](http://www.ago.noaa.gov/quicklinks/harassment_training.html). The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.

ii. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.

iii. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.

iv. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.

5. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

*(c) Sexual Assault/Sexual Harassment (SASH) Helpline.*

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee.

All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

- Phone: 1-866-288-6558

- Website & Online Chat: <https://www.noasashhelpline.org/>
- Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)
- Text: (202) 335-0265

(d) *Confidentiality.*

Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information confidential. “Confidentiality” means that the information shall only be shared with others who have a need to know the information to conduct their official duties.

(e) *Remedies.*

In addition to other remedies available to the Government, contractor employee violations of Federal requirements (e.g., law, statutes, executive orders, code, rules, regulations) applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training set forth in this solicitation and contract language, may result in:

1. Requiring the Contractor to remove a contractor employee or employees from the performance of the contract;
2. Requiring the Contractor to terminate a subcontract;
3. Suspension of contract payments until the Contractor has taken appropriate remedial action;
4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;
5. Suspension or debarment; or
6. Other appropriate action.

(End of solicitation and contract language)

(XIV) Defense Priorities and Allocations System (DPAS) and assigned rating does not apply.

(XV) Quotes are required to be received in the contracting office no later than 12:00 P.M. MDT on 03/16/2023. All quotes must be emailed to the attention of Kirsten Keen. The email address is [kirsten.keen@noaa.gov](mailto:kirsten.keen@noaa.gov).

(XVI) Any questions regarding this solicitation should be directed to Kirsten Keen, 303-578-6662, [kirsten.keen@noaa.gov](mailto:kirsten.keen@noaa.gov).