

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 61	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

BID SCHEDULE

**SCHEDULE II INBOUND SERVICES  
AREA 1**

Item 0001. Complete Service-Inbound (HHG). Service must include drayage from contractor's facility to storage warehouses, air and surface transportation terminals, military installation shipping offices and ocean or river terminals/piers and return, unloading from the delivering carrier's vehicle, handling into contractor's facility, drayage to member's/employee's residence, decontainerization and unpacking of loaded containers of HHG and placing goods in rooms as directed by member/employee, unservicing appliances, assembly of any disassembled articles and removing shipping containers, barrels, boxes/crates, and debris from member's/employee's residence and drayage of empty containers to contractor's or Government facility.

Estimated Annual Quantity	Unit	Unit Price	Total
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200 NCWT

Item 0002. Complete Service - Inbound (HHG). Service must be same as Item 0015 above except that drayage of shipment to residence is not required.

Estimated Annual Quantity	Unit	Unit Price	Total
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20 NCWT

Item 0003. Complete Service Inbound (HHG). Service must be the same as Item 0015 above except removal of items from outer container will be at the contractor's facility and articles will be drayed to member's/employee's residence.

Estimated Annual Quantity	Unit	Unit Price	Total
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40 NCWT

Item 0004. Inbound Service-Contractor Facility (HHG). Services must include drayage from storage warehouses, air and surface transportation terminals, military installation shipping offices, and ocean or river terminals/piers to contractor's facility, unloading from the delivering carrier's vehicle into the contractor's facility and delivery of articles to property member/employee, motor van carrier, or NTS contractor at the contractor's facility.

Estimated Annual Quantity	Unit	Price	Unit Total
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40 NCWT

Item 0005. Complete Service-Expensive and Valuable Items. Services must include drayage from the storage warehouses, air and surface transportation terminals, military installation shipping offices, and ocean or river terminals/piers to contractor's facility, unloading from the delivering carrier's vehicle, handling into contractor's facility, decontainerization and unpacking of containers at member's/employee's residence, and removal of shipping containers and debris from the residence.

Estimated Annual	Unit
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	Quantity	Unit	Price	Total
AA. Drayage Included	RESERVED	NCWT		
AB. Drayage Not Included	RESERVED	NCWT		

Item 0006. Complete Service-Inbound (Unaccompanied Baggage). Service must include drayage from contractor's facility to storage warehouses, air and surface transportation terminals, military installation shipping offices and ocean or river terminals/piers and return, unloading from the delivering carrier's vehicle, handling into contractor's facility, drayage of unaccompanied baggage containers to member's/employee's residence, unpacking of containers, reassembly of articles and removal of all shipping containers and debris from the residence.

Estimated Annual Quantity	Unit	Unit Price	Total
45	NCWT		

Item 0007. Complete Service-Inbound (Unaccompanied Baggage). Service must be same as Item 0020 except that drayage to residence is not required.

Estimated Annual Quantity	Unit	Unit Price	Total
15	NCWT		

Item 0008 Inbound Service - Contractor Facility (Unaccompanied Baggage). Service must be the same as Item 0020 except service must also include removal of unaccompanied baggage from outer shipping containers for pickup by the member/employee or release to a motor carrier or other contractor at the contractor's facility.

Estimated Annual Quantity	Unit	Unit Price	Total
25	NCWT		

Item 0009 Storage. Storage of containerized articles must be furnished when ordered. Charges under this item must not commence earlier than the sixth workday following date of contractor's notification to the transportation officer of arrival of shipment. Storage charges apply for each 30-day period or fraction thereof. Date of release from storage must not be considered in computation of storage charges.

Estimated Annual Quantity	Unit	Unit Price	Total
120	NCWT		

Item 0010. Remarketing, Coopering, and Assembly/Disassembly Service.

AA. Remarketing of Shipments for Reconsignment. Services must include drayage from storage warehouses, air and surface transportation terminals, military installation shipping offices, and ocean or river terminals/piers to contractor's facility, unloading from the delivering carrier's vehicle, handling into contractor's facility, obliteration of all old markings, stenciling of necessary information on loaded shipping containers schedule for reconsignment loading on the hauling carrier's vehicle.

Estimated Annual Quantity	Unit	Unit Price	Total
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30 ea piece

AB. Coopering for Reconsignment Only. Service must consist of repair of containers not to exceed 30 percent of total area of shipping container or costs of repairs will not exceed 50 percent of the container replacement cost. Minor repair, such as replacement of bolts, renailing and rebanding must be accomplished at no expense to the Government.

Estimated Annual Quantity	Unit	Unit Price	Total
30	ea piece		

AC. Assembly/Disassembly of Government-Owned Containers. Contractor will assemble Government-owned containers. The Government will furnish component parts. Contractor will disassemble Government-owned containers. Component parts will be put into a cloth bag and attached to the container. Knocked down container sections will be banded.

	Estimated Annual Quantity	Unit	Unit Price	Total
AD. Assembly	5	ea piece		
AE. Disassembly	75	ea piece		

Item 0011. Attempted Delivery. When the initial attempt to deliver a shipment at the member's/employee's residence is unsuccessful, charges apply provided the contractor notified the contracting officer via telephone and provided that after contractor's notification, the contracting officer (a) cannot locate the member/employee within 30 minutes, (b) cannot have the member/employee at the residence within one hour after notification, and (c) the contractor left a notice of attempted delivery at the residence.

	Estimated Annual Quantity	Unit	Unit Price	Total
AA. Household goods	20	ea shpmt		
AB. Unaccompanied baggage	15	ea shpmt		

Item 0012. Reweighing. Service must consist of weighing the loaded containers prior to delivery and weighing the empty containers after delivery.

	Estimated Annual Quantity	Unit	Unit Price	Total
AA. Household goods	75	ea shpmt		
AB. Unaccompanied baggage	20	ea shpmt		

Item 0013. Drayage Beyond the Contract Area of Performance. Service must consist of drayage of packed shipments beyond the contract area of performance, not to exceed 100 miles. Mileage must be computed on the shortest highway distance commencing with the point of pickup to the outer boundary of the contract area of performance

	Estimated Annual Quantity	Unit	Unit Price	Total
AA. Household goods	50	Loaded Mile		
AB. Unaccompanied baggage	50	Loaded Mile		

Item 0014. Partial Withdrawal. Service must be the same as Items 0015, 0016, 0020, or 0021, except a partial removal of the items from the outer container will be performed at the contractor's facility. Articles not removed from the shipment will remain at the contractor's facility.

	Estimated Annual Quantity	Unit	Unit Price	Total
AA. Household Goods Drayage included	25	NCWT		
AB. Household Goods Drayage not included	35	NCWT		
AC. Unaccompanied Baggage Drayage included	40	NCWT		
AD. Unaccompanied Baggage Drayage not included	5	NCWT		

Item 0015. Additional Services. The contractor must provide additional services not included in the schedule, but required for satisfactory completion of the services ordered under this contract, at a rate comparable to the rate for like services as contained in tenders on file with the state regulatory bodies or SDDC, in effect at the time of the order.

## BASE YEAR

### Note:

Household Goods (HHG) average NCWT of 3000LBS  
Unaccompanied Baggage (UB) average NCWT of 5000LBS  
Out of area loaded miles average delivery distance of 55 miles.  
Storage HHG average weight of 3000LBS and UB 500 LBS

## AREAS OF PERFORMANCE SCHEDULE II, AREA 1.

Inbound delivery cities (CI) and Counties

Alexandria CI/CO VA,  
Arlington CO VA,  
Fairfax CI/CO VA,  
Falls Church CI VA,  
Prince William CO,  
Manassas CI VA,  
Manassas Park CI VA,  
Caroline CO VA,  
Fredericksburg CI VA,  
Spotsylvania CO VA,  
Stafford CO VA,  
King George CO VA,  
Rappahannock CO VA,  
Orange CO VA,  
Essex CO VA,

Richmond CO VA,  
Greene CO VA,  
Westmoreland CO VA,  
Northumberland CO VA,  
Webster CO VA,  
Clarke CO VA,  
Culpepper CO VA,  
Fauquier CO VA,  
Frederick CO VA,  
Grant CO WV,  
Hampshire CO WV,  
Hardy CO WV,  
Harrisonburg CI VA,  
Loudoun CO VA,  
Madison CO VA,  
Mineral CO WV,  
Page CO VA,  
Pendleton CO WV,  
Pocahontas CO WV,  
Randolph CO WV,  
Rockingham CO VA,  
Shenandoah CO VA,  
Tucker CO WV,  
Warren CO VA,  
Winchester CI VA,  
Berkeley CO WV  
Jefferson CO WV,  
Morgan CO WV,

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK  
STATEMENT (PWS)**

*Schedule II Area 1 Inbound Household Goods Services  
Virginia*

*Joint Personal Property  
Shipping Office (JPPSO-MA  
Fort Belvoir, VA.*

**NOTE TO OUR CUSTOMERS: THIS TEMPLATE MUST BE TAILORED FOR YOUR AGENCY BY INCLUDING YOUR UNIQUE REQUIREMENTS, QUANTITIES FOR WORKLOAD, SPECIFIC SURVEILLANCE TECHNIQUES, ETC. ANY QUESTIONS REGARDING THIS TEMPLATE SHOULD BE ADDRESSED WITH YOUR ASSIGNED ACQUISITION TEAM. GENERAL INFORMATION IS PRESENTED IN BLUE ITALICS WITH PARENTHESIS BORDERS, WHILE FILL-IN GUIDANCE IS PRESENTED IN BLUE ITALICS WITH BRACKET BORDERS. PLEASE DELETE ALL BLUE ITALICS WHEN FINALIZING THE PWS.**

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1. **GENERAL:** This is a non-personnel services contract to provide [Personal Property Household Goods Movement Services]. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

a. **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform [Containerization and local Drayage of Direct Procurement Method (DPM) Personal Property Shipments] as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

b. **Background:** The Joint Personal Property Shipping Office Mid Atlantic (JPPSO-MA) has the responsibility to acquire, manage and oversee the moving services of household goods (HHG), unaccompanied baggage (UB) and Non-Temporary Storage (NTS) shipments of military and Department of Defense (DoD) civilian personnel moving into and out of twenty military installation. The JPPSOMA Area of Responsibility (AOR) encompasses 8 states, 1 independent city the District of Columbia, and on average, JPPSMA process over 65,000 personal property shipments per year. Of those shipments it is estimated that one third are moved under the Direct Procurement Method (DPM), which equals approximately 18,333 shipments.

c. **Objectives:** DPM contractors are responsible to provide Schedule I, Outbound Pick-up services, Schedule II Inbound delivery services and Schedule III Local deliver services for the JPPSO-MA AOR of District of Columbia, Northern Virginia, Maryland, and West Virginia. The current six contracts are all scheduled to expire as of 30 June 2022.

d. **Scope:** *Services include* The contractor accomplishing the timely Pick up/Delivery and or Storage of DOD customer's household goods within the AOR that JPPSOMA has oversight.



- e. Period of Performance The period of performance shall be for one (1) Base Year of 12 months (Jan thru Dec) and one 12-month option years. The Period of Performance reads as follows:

Base Year - 1 Jan 23 thru 31 Dec 23

Option Year I - 1 Jan 24 thru 31 Dec 24

f. General Information

- Quality Control The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is how he assures himself that his work complies with the requirement of the contract. Within 30 days after contract award three copies of a comprehensive written QCP shall be submitted to the KO and COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.
- Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- Recognized Holidays: Contractor is not required to perform services on holidays, but has the options requested to provide this service at no additional cost to the government.

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

- Hours of Operation: The contractor is responsible for conducting business, between the hours of 0800 AM to 17:00 PM regular hours and the contractor may work until 2100 hours with prior approval from the COR or Ordering officials Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.
- Place of Performance: The work to be performed under this contract will be performed at the contractor's facility.
- Type of Contract: The government will award a contract to be determined by Contracting Officer
- Security Requirements: Contractor personnel performing work under this contract must have a required clearance to enter all military installations at time

of the proposal submission and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254 (N/A).

- PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured. (N/A)

- Key Control the Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer. (N/A)

- In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor. (N/A)

- The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer. (N/A)

- Lock Combinations the Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan. (N/A)

- Special Qualifications: N/A

- Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the

contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

- Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

- Key Personnel: The following personnel are considered key personnel by the government: COR/Transportation Officer/ Ordering Officer and Quality Assurance Inspectors. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 am to 5:00 pm, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel are listed below: The Contract Manager and Alternate must have verifiable personal property experience 5 or more years' experience; and familiarity with Defense Department Personal Property Program along with knowledge of the Defense Transportation Regulation and the PWS.

- Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Although not mandatory it is highly recommended and encouraged that contractor personnel obtain and wear badges and if possible uniforms associated with the contractor company.

- Contractor Travel: Contractor will be required to travel CONUS and within the NCR during the performance of this contract to attend meetings, conferences, and training. The contractor may be required to travel to off-site training locations

and to ship training aids to these locations in support of this PWS. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR N/A.

- Other Direct Costs This category includes travel (outlined in 1.6.13), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues. N/A

- Data Rights The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

- Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

- PHASE IN /PHASE OUT PERIOD): To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the sixty (60) day phase in/phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

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## **2. DEFINITIONS AND ACRONYMS:**

### **2.1. DEFINITIONS:**

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters in contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

## 2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES: N/A**

3.1. Services N/A

3.2 Facilities N/A

3.3 Utilities N/A

3.4 Equipment N/A

3.5 Materials N/A

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

**a.** General : The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

**b.** Secret Facility Clearance: The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment N/A

4.3. Materials. The Contractor shall will provide, furnish materials, supplies, and equipment necessary to meet the requirements under this PWS.

4.4. Equipment: The Contractor shall *provide*, i.e., furnish tractors, lighting and sound, containers, etc. to meet the requirements under this PWS.



PART 5  
SPECIFIC TASKS

**5. Specific Tasks:**

5.1. Basic Services. The contractor shall provide services in accordance with the Performance Work Statement PWS and the Schedule of Services outline in Schedule I outbound/Schedule II Inbound and or Schedule III Local Moves that is applicable.

5.2. Task Heading. N/A

5.3. **CONTRACTOR MANAGEMENT REPORTING (CMR)** The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub- Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

PART 6  
APPLICABLE PUBLICATIONS

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)** (Defense Transportation Regulation –Part IV Personal Property 4500.9-R IV Aug 2013

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. Defense Transportation Regulation – Part IV Personal Property 4500.9-R IV Aug 2013

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

**7. Attachment/Technical Exhibit List:**

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary *(This document is required for every PWS. See attached example for format.)*

7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule *(This document is required for every PWS. See attached example for format.) N/A*

7.3 Attachment 3/Technical Exhibit 3 – Estimated Workload Data *(This document should be made available if historical data exists. See attached example for format.)*

## TECHNICAL EXHIBIT 1

### Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective / PWS Reference Para	Performance Indicator	Standard	Performance Threshold	Method of Surveillance
Pre-move Survey  PWS Para: #1	Contactors shall determine the nature of personal property offered for shipment either by physical or telephone survey.	The survey will be conducted at a time and date mutually agreed upon between the contractor and the member/employee. .	Acceptable Quality Level =100% This task shall be performed on every shipment.	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.
Weighing  PWS Para: #2	Contractor shall ensure the correct gross, tare, and net weight of all shipments will be determined through the use of scales properly certified by a state inspector of weights and measures In Accordance With (IAW) the regulations of the state or district having legal jurisdiction over the scales.	The contractor will submit weight tickets, reflecting gross, tare, and net weight, in duplicate, properly certified IAW federal, state, and commonwealth or district regulations to the ordering officer with documentation (Contract Data Requirements List (CDRL) 0002).	Acceptable Quality Level =100% This task shall be performed on every shipment	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.
Time Requirements  PWS Para: #3,(a)	The contractor shall be available to receive orders between the hours 0800 and 1700. Upon request, the contractor will provide information as to whether the service will be performed between the hours of 0800 to 1200 hours or between the hours of 1200 to 1700 hours, based upon the best information available.	The contractor will not begin pickup or delivery services at member/employee's residence before 0800 hours or after 1700 hours without prior approval of the ordering officer and the member. The contractor will not begin any service that will not allow completion by 2100 hours without approval by the ordering officer and the member/employee by 1630 hours of the scheduled date.	Acceptable Quality Level =100% This task shall be performed on every shipment	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.

<b>Performance Objective / PWS Reference Para</b>	<b>Performance Indicator</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
Preparation, Packing, Loading, and Containerization  PWS Para: #4,(a),(b)	Personal property shall be prepared, packed, loaded, and containerized for all types of shipments destined for the CONUS or Outside CONUS (OCONUS).	The contractor will perform all preparation and packing in a manner requiring the least cubic measurement, producing packages that withstand normal movement without damage to the container or contents and at a minimum of weight. All shipments will be protected from the elements (rain, snow, or sun) and theft at all times.	Acceptable Quality Level =100% This task shall be performed on every shipment  No more than 2% percent of the total numbers of shipments are incorrectly packed/loaded per month.	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.
Tagging, Inventorying, and Packing List  PWS Para: #5	The contractor, in coordination with member/employee, shall prepare an accurate, legible, HHG/UB descriptive inventory	The contractor will count and examine all goods tendered for shipments, receipt for them, and make written exception for any goods not in apparent good order. All tagging will be accomplished prior to the removal of goods from the residence.	Acceptable Quality Level =100% This task shall be performed on every shipment  No more than 2% of total numbers of shipments are incorrectly tagged per month	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.
Appliance Servicing and Un-servicing  PWS Para: #6	The contractor shall service IAW manufacturer's specifications	The contractor will service and un-service appliances IAW manufacturer's specifications.	Acceptable Quality Level =100% This task shall be performed on all shipments that require this service.  No more than 1% of total numbers of shipments are incorrectly serviced.	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.

<b>Performance Objective / PWS Reference Para</b>	<b>Performance Indicator</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
Containers and Vehicles  PWS Para: #7,(1)	Government-Owned Containers (GOCs). GOCs are containers constructed IAW Commercial Standard ASTM-D4169-01.	All GOCs and contractor-furnished containers will be free of defects (holes, loose or broken framing, and missing skids, caulking repairs, or separated plywood). All GOCs and contractor-furnished containers shall conform to US Department of Agriculture requirements for Wood Packaging Materials (WPM). WPM is defined as wood fumigated with methyl bromide is not authorized for use in the shipment of HHGs as damage may occur to the HHGs.	Acceptable Quality Level =100% This task shall be performed on all shipments that require this service.  No more than 1% of GOCs used per month should exceed the 1% of un-serviceable level.	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.
Marking Exterior Shipping Containers.  PWS Para: #8	The contractor shall mark all GOCs	By stenciling with letters at least one inch high. Freehand marking will not be used. Felt tip markers will not be used. All old shipment markings will be obliterated prior to delivery to residence. Each container will be stenciled with all required elements prior to departure from the warehouse	Acceptable Quality Level =100% This task shall be performed on all shipments that require this service.  No more than 1% of total numbers of shipments per month are incorrectly marked.	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.

<b>Performance Objective / PWS Reference Para</b>	<b>Performance Indicator</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
Outbound Documentation and Movement.  PWS Para: 9(a)(b)(c)(e)	All documentation shall be completed as outline in PWS	PPGBL/BL and similar documents covering outbound HHG shipments will be picked up from the ordering officer by the contractor each workday or obtained IAW locally established procedures such as mail or courier. Distribution of completed PPGBL/BL and TCMDs will be as outlined below.	Acceptable Quality Level =100% This task shall be performed on every shipment  No more than 1% percent of the total numbers of shipments moved should have documentation not properly prepared.	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.
Storage  PWS Para: 10 (a)	Identification	All outbound shipments will be properly identified by member's/employee's name, PPGBL/BL number, and call or lot number. Such identification will be in plain view on each lot. All personal property will be stored to maintain a minimum of two inches of clearance from the floor to the undermost portion of the personal property.	Acceptable Quality Level =100% This task shall be performed on all shipments that require this service  No more than 1% of total numbers of shipments per month are incorrectly marked and stored.	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.
Facilities	Contractor's facilities shall meet the guidelines outlined in Appendix D of the Defense Transportation Regulation.	The contractor's facility will be initially inspected and approved by a representative from the contracting office or PPSO for compliance with this contract and the standards and regulations stated or referenced therein. Thereafter, inspections will be on a quarterly basis or, if deemed necessary, on a more frequent basis.	Acceptable Quality Level =100%	Periodic visual inspection  Conducted monthly IAW QASP.

<b>Performance Objective / PWS Reference Para</b>	<b>Performance Indicator</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
Cargo Insurance  PWS Para: #12	The contractor must provide a certification of cargo insurance	The following is the minimum cargo liability coverage required: For both domestic and international shipments is \$50,000.00 per shipment. The underwriter of cargo insurance will have a rating of "a" or better in current issue of Best's Insurance Guide.	Acceptable Quality Level =100%	Periodic visual inspection  Conducted monthly IAW QASP.
DPM Delivery, Unloading, and Unpacking  PWS Para: #13(a)(b)(1)	The contractor shall furnish the ordering officer the written receiving notice not later than the next workday following the arrival of the inbound shipment.	Unloading and unpacking, upon delivery to the residence, will include the one-time laying of rugs, assembling of disassembled furniture, un-servicing of appliances, and the one-time placement of furniture and like items in the room of the dwelling or a room designated by the property member/employee	Acceptable Quality Level =100%	Periodic visual inspection  Conducted monthly IAW QASP.
Claims	The provision of FRV to all DOD customers	Provides for the replacement, repair, or payment for the non-depreciated value of lost or damaged items. The liability limits for FRV are the greater of \$5,000.00 per shipment, or \$4.00 times either the net weight of the HHG shipment or the gross weight of UB shipment, in pounds, not to exceed \$50,000.00.	Acceptable Quality Level =100%	Periodic visual inspection or status updates in the DPS System.  Conducted monthly IAW QASP.

Note: 1.The evaluation ratings are as follows:

- a. Very Good - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

- b. Satisfactory - Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- c. Marginal - Performance does not meet some contractual requirements. The contractual performance of the task and sub-task being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
- d. Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Note: 2. Surveillance methods

The COR must use at least 1 of the surveillance methods listed below in the administration of this QASP.

- a. PLANNED - DIRECT OBSERVATION. (Can be performed periodically or through 100% surveillance.)
- b. PERIODIC INSPECTION. (Uses a comprehensive evaluation of selected outputs. Inspections may be scheduled [Daily, Weekly, Monthly, Quarterly, or annually] or unscheduled, as required.)
- c. PERIODIC SAMPLING. (Variation of random sampling. However, sample is only taken when a deficiency is suspected. Good follow-up to MIS analysis. Sample results are applicable only for the specific work inspected. Since sample is not entirely random, it cannot be applied to total activity performance.)
- d. RANDOM SAMPLING. (Designed to evaluate the outputs of the award requirement by randomly selecting and inspecting a statistically significant sample. Highly recommended for large quantity repetitive activities with objective and measurable quality attributes.)
- e. VALIDATED USER/CUSTOMER COMPLAINTS. (Relies on the user of the service to identify deficiencies. Complaints are then investigated and validated. Highly applicable to services provided in quantity and where quality is highly subjective.)
- f. 100% INSPECTION. (Evaluates all outputs. Most applicable to small quantity, but highly important services. May be used where there are written deliverables and stringent requirements such as tasks required by law, safety, or security.)



**TECHNICAL EXHIBIT  
3  
ESTIMATE  
D  
WORKLOAD DATA**

PROPERTY ADVISORY 19-0098

THIS WILL BE UPDATED AT THE TIME OF AWARD

USTRANSCOM Personal Property Advisory #19-0098

**Date:** 02 August 2019

**From:** USTRANSCOM Personal Property Division (TCJ4-H), Scott AFB, IL 62225

To: Military Service Headquarters Representatives, Worldwide Personal Property Shipping Offices (PPSOs), Personal Property Processing Offices (PPPOs)

**Subject:** Increased Loss and Damage Liability Coverage for Direct Procurement Method(DPM) Shipments in the Defense Personal Property Program

1. Advisory 00-0080 is rescinded and this advisory serves as official guidance regarding subject
2. The loss and damage liability coverage for personal property shipments has increased to the greater of:
  - a. \$7,500 per shipment, or
  - b. \$6.00 times either the net weight of household goods shipment or the gross weight of the Unaccompanied Baggage shipment, in pounds, not to exceed \$75,000.
3. The cost for the increased liability shall be included in all rates for the DPM Program effective 1 October 2019.
4. This change will be reflected in the next revision update to the Defense Transportation Regulations.
5. Email questions regarding this advisory to [tanscom.scott.tcj5j4.mbx.ppty@mail.mil](mailto:tanscom.scott.tcj5j4.mbx.ppty@mail.mil)
6. This message was approved for release by the Chief of Operations, Defense Personal Property Program, TCJ4-H.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DPM Schedule II Area I Inbound Services FFP DPM Schedule II Area I FOB: Destination PURCHASE REQUEST NUMBER: 0011849129 PSC CD: V002	1	Job		

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JAN-2023 TO 31-DEC-2023	N/A	W0DA JPPSO MID-ATLANTIC W1MH USA ELE JPPSOWA WASHINGTON JPPSOWA 9325 GUNSTON ROAD SUITE N110 FORT BELVOIR VA 22060-5580 FOB: Destination	W73BFY

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Unique Entity Identifier Maintenance	OCT 2016

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.222-3	Convict Labor	JUN 2003
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

The award will be made to the lowest priced technically acceptable proposal. For quotations determined technically acceptable, an offer will be made to the lowest priced quote. A quote will be determined technically acceptable if proposed quote takes no exception to the requirement listed in the item description and the proposed items meet the specifications in the PWS

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

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

(End of provision)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 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”--

(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 \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

Small business concern. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

___	___	___
___	___	___
___	___	___

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

[List as necessary]

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

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

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

Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

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

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( ☐ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

( ☐ ) Corporate entity (not tax-exempt);

( ☐ ) Corporate entity (tax-exempt);

( ☐ ) Government entity (Federal, State, or local);

( ☐ ) Foreign government;

( ☐ ) International organization per 26 CFR 1.6049-4;

( ☐ ) Other -----.

(5) Common parent.

( ☐ ) Offeror is not owned or controlled by a common parent;

( ☐ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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



## (n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity:

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_ .

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

\_\_\_ (5) [Reserved]

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

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

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- \_\_\_ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_X\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- \_X\_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_X\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- \_X\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- \_X\_ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_X\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- \_X\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- \_X\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- \_X\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_X\_ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- \_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

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

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

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

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

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

  X   (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

  X   (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

  X   (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

  X   (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

\_\_\_\_ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

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

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

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

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

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

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

\_\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

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

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

  X   (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

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



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

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

\_\_\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

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

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

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

- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

## 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from

**TBD** through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

## 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **TBD** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for

and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

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

(End of clause)

#### 52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO HOUSEHOLD GOODS (JAN 1991)

(a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being--

(1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;

(2) Stored in transit; or

(3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.

(b) The Contractor shall be liable for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.

(c) The Contractor shall indemnify the owner of the goods at a rate of **TBD** cents per pound per article.

(End of clause)

## 52.247-24 ADVANCE NOTIFICATION BY THE GOVERNMENT (APR 1984)

The Government will notify the Contractor **TBD** hours in advance of the number of pieces and weight of all normal shipments and the time the shipment will be available for pickup. On other-than-normal shipments, the Government will furnish additional information; e.g., dimension of oversized pieces, as necessary to determine the amount of equipment and/or manpower needed to perform the required services.

(End of clause)

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

(1) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(2) "Invoice payment" has the meaning given in section 32.001 of the Federal Acquisition Regulation.

(3) "Payment request" means any request for invoice payment submitted by the Contractor under this contract.

(4) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WA WF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WA WF only when-

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format;

(4) The Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required; or

(5) Submitting payment requests and receiving reports to the Supplier Self-Services (SUS) system accessible via the Wide Area WorkFlow (WAWF) website as an authorized participant in the vendor portal invoicing pilot program.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

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

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

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

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

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

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

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

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

Routing Data Table\*

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

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)



**5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Feb 2014) (LOCAL CLAUSE)**

Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command  
Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840 or email [usarmy.redstone.usamc.mbx.protests@mail.mil](mailto:usarmy.redstone.usamc.mbx.protests@mail.mil)

The AMC-Level Protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

(End of Clause)

**SECTION L INSTRUCTION TO OFFER****INSTRUCTIONS TO OFFERORS****Proposal Submission and Design Package  
Requirements**

**6. General.** These instructions prescribe the format of the proposal and describe the approach for the development and presentation of the proposal data. These instructions are designed to ensure the submission of necessary information and to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section and its relationship to Section M prior to commencing proposal preparation. All solicitation amendments must be acknowledged. The selection process for award will be made to the Lowest Price Technically Acceptable (LPTA) basis. Noncompliance with the Request for Proposal (RFP) requirement may impede the Government's ability to properly evaluate the proposal and may result in the elimination from further consideration of the proposal. The Contractor shall submit both a capability proposal and a separate Price proposal.

**7. Submittal of Solicitation Questions.** Questions, concerns, clarifications, and any other communications regarding this solicitation shall be made via email to the primary Contract Specialist, Denese Y Henson, [denese.y.henson.civ@army.mil](mailto:denese.y.henson.civ@army.mil) Contracting Officer, Jerome H Newell, [jerome.h.newell.civ@army.mil](mailto:jerome.h.newell.civ@army.mil)

**8. DUE DATE FOR QUESTIONS AND COMMENTS REGARDING THIS RFP IS 12 December 2022 at 1:00PM EASTERN STANDARD TIME**

When submitting questions and comments, please refer to the specific text of the RFP in the following format:

Subject: W91QV1-23-R-0012

Reference RFP Section \_\_\_\_\_, Paragraph(s) \_\_\_\_\_, Page(s) \_\_\_\_\_.

All questions shall be submitted in writing by email to POC's Contract Specialist, Denese Y Henson, [denese.y.henson.civ@army.mil](mailto:denese.y.henson.civ@army.mil) Contracting Officer, Jerome H Newell, [jerome.h.newell.civ@army.mil](mailto:jerome.h.newell.civ@army.mil), prior to 1:00 PM 12 December 2022 and will be answered via amendment and provided to all Offeror's via the Government Point of Entry, System for Award Management (SAM) at <https://sam.gov> and questions will not be attributed to the submitting Offerors.

**9. Proposal Submission.** The offeror's proposal shall be submitted, using the most current amendment to the solicitation, as instructed herein. Late proposals may be rejected from consideration IAW FAR 15.208. It is the Offeror's responsibility to confirm the Government has received the proposal. All proposals shall be delivered to and labeled as follows:

- **RFP Number: W91QV1-23-R-0012**
- **The Legend: TO BE EMAILED TO CONTRACT SPECIALIST AND CONTRACTING OFFICER**
- **The volume copy numbers contained in each box**
- **The acceptance period for all proposals submitted will be 90 days**

**Electronic submissions via email will be accepted.** Offers shall be EMAILED to Contract Specialist, Denese Y Henson, [denese.y.henson.civ@army.mil](mailto:denese.y.henson.civ@army.mil) Contracting Officer, Jerome H Newell, [jerome.h.newell.civ@army.mil](mailto:jerome.h.newell.civ@army.mil). **The offeror's proposal shall consist of three (3) separate volumes.** The Volumes are Volumes I – Administrative, Volume II – Capability, Volume III – Price. The intent of this standardized format is not to limit creativity. Creativity is permitted within the parameters below to allow the Government a more fair and easy assessment of offers. **THE DUE DATE FOR PROPOSAL SUBMISSIONS IS 19 December June 2022 AT 2:00PM EASTERN STANDARD TIME.**

**10. Discussions.** It is the Government's intent to award **without** discussions. Initial proposal submission shall contain the offeror's best capability proposal and prices. If discussions become necessary, the Government reserves the right to conduct them.

**Proposals shall be submitted by emailed**

**Contract Specialist: Denese Y Henson at [denese.y.henson.civ@army.mil](mailto:denese.y.henson.civ@army.mil)**

**Contracting Officer: Jerome H Newell at [jerome.h.newell.civ@army.mil](mailto:jerome.h.newell.civ@army.mil)**

**Mission and Installation Contracting Command**

**9410 Jackson Loop**

**Fort Belvoir, VA 22060**

**a. Format.** The submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and solicitation number in the header and/or footer and shall begin at the top of each page. (.doc) files shall use the following pages setup parameters:

Margins – Top, Bottom, Left, Right – 1”

Gutter – 0”

From Edge – Header, Footer – 0.5”

Page Size, Width – 8.5”

Page Size, Height – 11”

The following additional restrictions apply: Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Calibri fonts are required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

**b. Content Requirements.** All information shall be confined to the appropriate volume. The offeror shall confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each volume of the proposal shall consist of 1) a Cover Sheet that identifies the Volume 2) Table of Contents 3) Summary Section and 4) the Narrative discussion. The Summary Section shall contain a brief abstract of the volume. Proprietary information shall be clearly marked.

The following shall be included in the Narrative discussion:

**Volume I – Administrative** – Offerors must submit the SF1449 in its entirety. Offerors must fill in all information required in block 17a. Including offeror’s Cage Code. Offerors must also return any applicable SF30 – amendment cover sheets. Both the SF1449 cover page including Blocks 17a (including telephone number) 30a, 30b, and 30c. and the SF30s shall be signed and dated by an official having the authority to contractually bind the firm. In addition, a complete copy of the offeror’s System for Award Management (SAM) record, inclusive of 52.212-3 Representations and Certifications shall be completed and submitted.

**Volume II – Capability (Non price)** - The Capability Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity and coherence are very important. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

The Capability Volume shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in this solicitation. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor’s competence and ability to comply with the contract task requirements specified beginning in the Description of Services through 5.0 Specific Task in the PWS. The offeror shall address as specifically as possible the actual methodology he/she would use for accomplishing the PWS tasks.

**Volume III – Price** – The offeror shall complete the Schedule of Supplies/Services page(s) of the Standard Form (SF) 1449, of the solicitation with pricing for each contract line item (CLIN). The acceptance period for all offers will be 90 days. The offeror shall include a spreadsheet with the breakout of the proposed labor categories and all estimated supplies, equipment and materials. Along with the SF1449, a price model Excel spreadsheet is provided at the Government point of entry at SAM.gov which shall be filled out by the offeror. The proposed unit prices for the materials in the Price Model shall not exceed the prices provided in the commercial price list. The offeror shall include a breakout of the proposed labor categories with fully loaded hourly labor rates, G&A, overhead, profit, and total estimated material and other costs.” The Offeror shall provide fully burdened labor rates for all personnel for the base year and all option years as well as projected costs for the supplies, equipment and material in accordance with the historical estimates provide in the PWS (Technical Exhibits 3). All dollar values shall be rounded to the nearest whole cent; any dollar values containing more than two (2) decimal places will be rounded to the nearest whole cent. Offeror’s shall not submit a price for the extension of services period at FAR 52.217-8. If items required to meet the intent of the PWS are missing or inaccurately estimated, the Offeror is expected to address the inadequacy in their narrative and provide for the addition(s) in their cost proposal.

### **ADDITIONAL INSTRUCTIONS**

Data Universal Numbering System (DUNS) Number. (Applies to all proposals exceeding \$3,000 and proposals of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its bid, the

annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it shall contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror shall indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office. All responses shall be received by the date and time that proposals are due. MICC-Fort Belvoir is not responsible for responses that are not received for any reason. The Questionnaire shall be forwarded to this designated point of contact, NOT back to the offeror.

## **SECTION M BASIS FOR AWARD**

### **1.0 BASIS FOR AWARD**

A Lowest Price Technically Acceptable (LPTA) approach will be used; the capability criteria are described herein. The policies and procedures under the Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items, in conjunction with FAR Part 15, Contracting By Negotiation and FAR Part 19, Small Business Program, will be utilized for this procurement. The Government will award a contract resulting from this solicitation to a responsible Contractor whose proposal conforms to the solicitation and will be most advantageous to the Government.

The award will be made to the lowest priced technically acceptable proposal. Proposals will be evaluated for capability acceptability, but will not be ranked using Factors and SubFactors. In order for an Offeror to be considered for award, the capability proposal must reflect the vendors ability to manage in accordance with the PWS.

Award will be made to the responsible offeror whose capability proposal reflects the PWS and is the lowest price.

The Contracting Officer will make a determination of responsibility in accordance with the standards and in order to be determined responsible, a prospective contractor must meet all standards of FAR 9.104-1.

Award will be made to the offeror whose capability proposal is most advantageous to the Government and is the lowest price.

## **C: PRICE**

3.1 Price will not be scored or rated. All CLIN and sub-CLIN prices proposed in Section B will be evaluated for Price Reasonableness and Balance. Unbalanced pricing will be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices. Price reasonableness will be evaluated in accordance with the proposal analysis techniques described in FAR 15.404-1(b). Through this technique the Government will determine whether prices are reasonable, and balanced.

3.2 Options: The Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding one-half of the Offeror's price for last Option Period. Thus, the Offeror's total price for the purpose of evaluation will include the 60 month contract term and 1/2 of the last Option Period. The Offeror will not propose a price for the six-month period. The extension of services clause will be exercised only if necessary, utilizing the negotiated rates of the preceding period.

3.3 Total Evaluated Price (TEP): The TEP shall be used for evaluation of price reasonableness and for the purpose of determining best value for award. The TEP will be the sum of the Base Period and each Option Period, including

the phase-in period and the option to extend services as described in paragraph 4.2. The TEP shall be calculated as follows:

- a. The sum of all CLINs contained in Section B of the solicitation, including the sum of the annual estimated cost, as provided by the government, for PWOs plus the applicable markup rate (reference Section L, paragraph 8.2 for all pricing CLINs).
- b. One-half of the Offeror's price for last Option Period to evaluate the Government's option to extend services in accordance with FAR Clause 52.217-8.

3.4 Evaluation of the option(s) shall not obligate the Government to exercise the option(s).

3.5 **Balanced Pricing.** The government will evaluate all CLINs for balanced pricing to include sub-CLIN pricing contained in Section B for services. Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items (including Base and Option Periods) is significantly overstated or understated as indicated by the application of cost or price analysis techniques. Offers that are determined to be unbalanced may be rejected, if the lack of balance poses a significant risk to the Government.

3.6 **Completeness/Accuracy.** The Offeror's proposal shall comply with the Price volume instructions in the solicitation.

3.7 **Reasonableness.** A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

#### **4.0 RFP REQUIREMENTS, TERMS AND CONDITIONS**

Offerors are required to meet all RFP requirements, such as terms and conditions, representations and certifications, and capability requirements, in addition to those identified as factors/sub-factors. Failure to comply with the terms and conditions of the RFP may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the RFP terms and conditions and must provide complete supporting rationale.

#### WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210  
 | Wage Determination No.: 2015-4281  
 Daniel W. Simms Division of | Revision No.: 24  
 Director Wage Determinations | Date Of Last Revision: 06/27/2022