

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 77		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER <b>M6700123Q1047</b>		6. SOLICITATION ISSUE DATE <b>22-Feb-2023</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>BOBBI J. WEBSTER</b>			b. TELEPHONE NUMBER <i>(No Collect Calls)</i> <b>252-466-3417</b>		8. OFFER DUE DATE/LOCAL TIME <b>11:00 AM 28 Apr 2023</b>	
9. ISSUED BY CODE <b>M67001</b>  M67001MARINE CORPS FIELD CONTRACTING SYS BOBBI WEBSTER PSC BOX 8018 CHERRY POINT NC 28533  TEL: (252) 466-3417 FAX: (252) 466-8492			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: <b>811310</b> <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: <b>\$11,000,000</b>					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO CODE <b>M67001</b>  MCAS CHERRY POINT AS PER DELIVERY ORDER MCAS CHERRY POINT NC 28533 TEL: (252) 466-4038 FAX:		16. ADMINISTERED BY CODE						
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE						
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>		31c. DATE SIGNED		TEL: EMAIL:	

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

QUESTIONS AND ANSWERS

Question 1: The total of the extinguishers to be Annually Inspected per TASK?

Answer 1: Per CLIN 0001, Various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.1. Not to Exceed 300 extinguishers per task (Unit of Issue)

Question 2: How many TASKS are per year?

Answer 2: Unknown

Question 3: What are the specific sizes and types of extinguishers requiring 6-year maintenance & hydrotesting – per task?

Answer 3: Per CLIN 0002, various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.2 Not to Exceed 150 extinguishers per task (Unit of Issue):  
ad CLIN 0004, various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.4. Not to Exceed 80 extinguishers per task (Unit of Issue)

Question 4: Are the Fire Extinguishers to be inspected at each of the four locations, “**Centrally located in one spot**” or are they to be inspected **throughout the buildings** where they are located?

Answer 4: Please refer to Performance Work Statement paragraphs 1.0, 3.1, and 6.0

Question 5: Do you require a written Annual Inspection Report to meet NFPA 10 Code Compliances?

Answer 5: Please refer to Performance Work Statement paragraphs 7.0 and 7.2

Question 6: Will the total amount of fire extinguishers (6,401) be Annually Inspected within this solicitation request? *The Solicitation mentions only 520 total to be serviced.*

Answer 6: The “520 total to be serviced” referred to is in the ‘Sample Task Order’ that is provided so the vendor can see how the requirement will be written. Please refer to Performance Work Statement paragraphs 3.0 and 3.1 for the numbers and types of fire extinguishers to receive annual maintenance.

## Section SF 1449 - CONTINUATION SHEET

**GENERAL INTENTION.** The intent of this action is to establish a requirements contract to provide fire extinguisher maintenance services for Marine Corps Air Station Cherry Point, to include the Fire Department, Environmental Affairs Department, Fleet Readiness Center East located aboard Marine Corps Air Station Cherry Point, NC. Additionally, services will be provided to four local off site Marine Corps Units to include Bombing Target 11 (BT-11), Marine Corps Landing Field (MCALF) Bogue, MCALF Atlantic, and Marine Corps Outlying Field Oak Grove. All fire extinguisher maintenance services shall be provided in accordance with the Performance Work Statement.

**TYPE OF CONTRACT.** This contract will be a firm-fixed price requirements type contract. The quantities listed in the schedule are an estimate only and do not represent that the estimated quantities will be required or ordered. Funds shall be obligated by issuance of Task Ordered for precise quantities (FAR 52.216-21, Requirements OCT 1995).

**PERFORMANCE PERIOD.** The contractor shall provide the specified services for a period of three years upon award of this requirements contract.

#### QUESTIONS AND ANSWERS

Question 1: The CLIN's show quantities of 108 but in the PWS it shows much higher quantities.

Answer 1: The CLINs estimated quantity of 108 reflects the max number of Task Orders that may be written against this contract to provide fire extinguisher maintenance services for Marine Corps Air Station Cherry Point. The number of fire extinguishers will vary per Task Order. Performance Work Statement paragraph 3.0 Requirements, reflects the fire extinguisher types and estimated quantities on board the base.

#### PERFORMANCE WORK STATEMENT

**1.0 Scope.** The purpose of this requirement is to establish a requirements contract for fire extinguisher maintenance services of portable hand-held fire extinguishers aboard Marine Corps Air Station Cherry Point, North Carolina, to include the Air Station Fire Department, Environmental Affairs Department, and Fleet Readiness Center East located aboard Marine Corps Air Station Cherry Point, NC. Additionally, services will be provided to four local off site Marine Corps Units to include Bombing Target 11 (BT-11), Marine Corps Auxiliary Landing Field (MCALF) Bogue, MCALF Atlantic, and Marine Corps Outlying Field Oak Grove. The contractor shall provide all parts, tools, equipment, supplies, labor, and transportation necessary for the inspection, maintenance, recharging, testing, and disposal of fire extinguishers in accordance with this Performance Work Statement (PWS).

**1.1.** The contractor shall perform all services in accordance with the provisions of National Fire Protection Association (NFPA) Standard 10, and all applicable federal, state, and local laws and regulations. Services shall include but not be limited to the following services: inspection, maintenance, recharging, testing, and disposal of all portable hand-held fire extinguishers located aboard Marine Corps Air Station Cherry Point, NC. All services shall be performed by a licensed technician certified in accordance with federal, state, and local laws and regulations relating to fire extinguisher maintenance. Fire extinguishers located on government vehicles may be included however fire extinguishers located on fixed-wing and rotary-type aircraft are not included in this requirement.

#### **2.0 Applicable Documents.**

- 2.1. National Fire Protection Association 10, Standard for Portable Fire Extinguishers (current edition)
- 2.2. Code of Federal Regulations, 29 CFR 1910.157, Portable Fire Extinguishers
- 2.3. United Facilities Criteria 3-600-01, Fire Protection Engineering for Facilities, May 2021
- 2.4. FRCEASTINS 5000.1B
- 2.5. Air Station Order 1020.3D

**3.0 Requirements.** New (to include back-up and permanent replacement) fire extinguishers are not covered under this contract as they are considered centrally managed items that must be obtained through the government mandatory sources of supply (GCSS/FEDMALL/DLA/GSA/etc.). All repair parts to complete the required fire extinguisher maintenance services shall be new and unused and be provided at no extra costs by the contractor. Fire extinguishers to be serviced under this Purchase Order shall remain the property of the Government and vary in size, type, quantities, and locations aboard the base. The estimated fire extinguisher type quantities and estimated building location quantities aboard the base are listed as follows:

Type	Estimated Quantity	Estimated Buildings
ABC Fire Extinguishers – 5 lbs.	260	90
ABC Fire Extinguishers – 10 lbs.	4160	240
ABC Fire Extinguishers – 20 lbs.	660	60
C02 Fire Extinguishers – 5 lbs.	86	10
C02 Fire Extinguishers – 10 lbs.	180	75
C02 Fire Extinguishers – 15 lbs.	110	50
C02 Fire Extinguishers – 20 lbs.	210	200
C02 Fire Extinguishers – 30 lbs.	110	50
Halotron Fire Extinguishers – 65 lbs.	30	5
Class D Fire Extinguishers – 30 lbs.	60	35
Class K Fire Extinguishers – 10 lbs.	35	15
Clean Agent Fire Extinguishers – 13.5 lbs.	30	20
Water Fire Extinguishers – 2.5 gallons	70	25
Dry Chemical Fire Extinguishers – 2.5 lbs.	50	5
Dry Chemical Fire Extinguishers – 5 lbs.	50	5
Dry Chemical Fire Extinguishers – 10 lbs.	150	10
Dry Chemical Fire Extinguishers – 20 lbs.	150	10

The below table reflects the maximum number of extinguishers to be serviced per task (Unit of Issue):

CLIN 0001 Annual Maintenance	CLIN 0002 6yr Maintenance	CLIN 0003 Recharge Services	CLIN 0004 Hydrostatic Testing	CLIN 0005 Corrective Maintenance	CLIN 0006 Remove/ Disposal
300	155	15	80	25	25

### Sample Task Order

Item No.	Supplies/ Services	Estimated Quantity	Unit	Unit Price	Estimated Amount
0001	Annual Maintenance FFP	2	Task	\$	\$

For various types of Fire  
Extinguishers in accordance with  
Performance Work Statement  
sections 3.0 and 3.1

Not to exceed 300 extinguishers  
per unit of issue

Actual # of extinguishers to be  
serviced for this task order: 520  
(See attached list for details)

Period of Performance: 3 months ADC

**3.1. Annual Maintenance.** All fire extinguishers shall be inspected annually and subjected to applicable annual maintenance procedures in accordance with NFPA 10 (current edition) for the type of fire extinguisher being serviced (i.e., C02, Class D, Class K, etc.). For annual maintenance, the year shall start on the first day the maintenance is performed and end one calendar year later. At each annual maintenance, fire extinguishers shall be placed in a fully charged and operable condition free from defects which may cause malfunctions. Cartridges of every cartridge-operated extinguisher shall be accurately weighed annually in accordance with the manufacturer's recommendations. Upon completion of the annual maintenance service, a safety pin compatible with the valve required by the ANSI/UL standards shall be installed and held in place with a tamper seal. When performing the required maintenance, the contractor shall ensure, for each extinguisher, in accordance with NFPA 10, that:

- a) The extinguishers are mounted in the designated location and there are no obstructions of access or visibility of the extinguisher
- b) Operating instructions on the nameplate are legible and facing outward
- c) Safety seals and tamper indicators are not broken or missing
- d) The extinguisher is at its proper gross weight as specified on the nameplate
- e) Fullness determined by weight or hefting for self-expelling-type extinguishers, cartridge-operated extinguishers, and pump tanks is verified
- f) If applicable, the condition of tires, wheels, carriage, hose, and nozzle for wheeled extinguishers are verified
- g) There is no obvious physical damage, corrosion, leakage, or clogging
- h) The pressure gauge reading, or indicator is in the operable range or position
- i) If applicable, verify operability on non-rechargeable extinguishers using push-to-test pressure indicators
- j) Required labeling is in place
- k) All extinguishers are properly tagged in accordance with NFPA 10; and,
- l) Ensure the extinguisher is DOT and OSHA compliant

Further, all serviced fire extinguishers shall be fitted with an annual maintenance tag for inspection purposes. The annual maintenance tag shall be attached to each portable fire extinguisher in such a position to be conveniently inspected. The annual maintenance tag may be attached to the fire extinguisher by means of wire, string, plastic ties, or a self-adhesive tag approved by the Fire Department AHJ. The annual maintenance tag shall contain the required information:

- a) "Do Not Remove by Order of the Fire Department AHJ"
- b) Concern name as listed on license
- c) Concern business location
- d) License number ("E" Number) and License Type
- e) Service Maintenance / New Extinguisher Block
- f) Date service performed
- g) Certificate of Registration. Provide printed "EE" Number followed by space for number
- h) The Seal of Registration of the Office of the Fire Department AHJ
- i) Space or line for signature of person performing or supervising the service work
- j) Valid local telephone number for the licensed concern

**3.1.1.** The contractor will notify the Technical Point of Contact of any fire extinguishers found to be unserviceable or unusable to ensure they are properly disposed of, and a fire extinguisher of adequate type and size is restored in its place.

**3.2. Six-Year Maintenance of Fire Extinguishers.** Every six years, whether the fire extinguisher is used or not, all stored-pressure type extinguishers that require a twelve-year hydrostatic test shall undergo six-year maintenance. Extinguishers shall be emptied, inspected internally and externally, and recharged. Upon completion, a six-year maintenance label shall be affixed to the side or rear of the extinguisher cylinder, indicating the month and year service was performed.

**3.3. Recharging of Fire Extinguishers.** If recharging is required, the contractor shall ensure that: the extinguisher is emptied of all its contents; essential mechanical parts are dismantled, inspected, and cleaned; any defective or worn parts are replaced; cylinder is filled with proper amount of extinguishing agent; and fire extinguisher is reassembled and pressurized with verification of service collar in place. A leak test shall be performed in order to ensure proper containment of pressure and contents.

**3.4. Hydrostatic Testing of Fire Extinguishers.** Stored-pressure fire extinguishers shall be hydrostatically tested according to intervals and procedures specified by NFPA 10 and DOT.

**3.5. Corrective Maintenance Services.** This shall include but not be limited to misplacement, exchange, fire extinguishers that have had a scheduled maintenance performed or will have a scheduled maintenance performed but due to resulting damage and/or weather effects or operational reasons may require evaluation, servicing, and/or repair. The vendor will restore a fire extinguisher to full operating capability. All work shall be in accordance with NFPA 10/OSHA/DOT requirements. All parts utilized must meet original equipment manufacturer's specifications. The replacement of safety disc assembly, pressure gauges, valve stems, and replacement of wheels and or hose/nozzle assemblies will be determined at time of inspection and will be coordinated with the Technical Point of Contact listed in each Task Order and/or in Section 9.0 of this Performance Work Statement.

**3.6. Removal and/or Disposal of Fire Extinguishers.** When an extinguisher is removed from service, the contractor will notify the Technical Point of Contact listed in each Task Order and/or Section 9.0 of this Performance Work Statement prior to condemning, disposing of, and recycling a fire extinguisher and its contents in accordance with federal, state, and local laws and environmental regulations. Replaced parts shall be disposed of by the contractor in accordance with federal, state, local laws, and environmental regulations (if applicable).

**3.6.1.** Fire extinguishers removed from service for maintenance or recharge shall be temporarily replaced by a fire extinguisher suitable for the type of hazard being protected and shall be of at least equal rating. Fire extinguishers may not be removed for on-site service without providing a temporary replacement. On-site means services provided in a vehicle approved for servicing of fire extinguishers and located on the immediate building property where work is performed.

**3.6.2.** The contractor shall immediately notify the Technical Point of Contact listed on the Task Order and/or Section 9.0 of this Performance Work Statement if an extinguisher is missing, not in its designated location, appears to have been discharged for no apparent reason, or is being disposed of due to test failure or being rendered inoperable.

**3.6.3.** The Government may on an as needed basis submit a Task Order for disposal of fire extinguishers.

**4.0 Contractor Provided Tools and Equipment.** The contractor shall provide all necessary tools and equipment required for the successful and safe performance of all requirements of this Performance Work Statement, as required by OSHA. The contractor shall have the capabilities to service ABC multi-purpose dry chemical, Halotron, BC stored chemical, purple K dry chemical, carbon dioxide, class K wet chemical, class D dry chemical, and stored water pressure fire extinguishers.

**4.1.1.** The contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the performance of the services required under this purchase order. The contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the government upon request.

**4.1.2.** The contractor shall provide the name or names, to the government Technical Point of Contact listed in Section 9.0, of the responsible supervisory person or persons authorized to act for the contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. Written notification to the government Technical Point of Contact listed in Section 9.0 shall be provided as changes occur and additional information becomes available.

**4.1.3.** All contractor employees assigned to work aboard must be eligible to gain base access and shall obtain the required employee and vehicle passes. The contractor shall, prior to the start of a Task Order, submit to the Technical Point of Contact listed in Section 9.0, the number of personnel and names of personnel expected to be utilized to complete the Task Order. The Government will issue badges without charge and the contractor employee is required to wear the badge over the front of their outer clothing so that it is visible at all times while completing the performance of the Task Order aboard Marine Corps Air Station Cherry Point and the Fleet Readiness Center East. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned to the Government within 5 calendar days of departure.

**5.0 Quality Assurance.** The Fleet Readiness Center East's Mission and Workforce Safety Division, Environmental Affairs Department, the Marine Corps Air Station Cherry Point Fire Prevention Department, and the units designated point of contact listed within each Task Order will be responsible to monitor and inspect the contractor's performance in order to ensure performance in accordance with the requirements of this Performance Work Statement and all federal, state, and local laws. Contractor performance will be evaluated through intermittent on-site inspections and receipt of comments from customers.

**5.1.1.** The contractor will furnish sufficient personnel to perform all work specified within this Purchase Order and subsequent Task Orders. The contractor shall not employ any person whose employment under this award could in any way result in a conflict of interest with the mission of Marine Corps Air Station Cherry Point or the Fleet Readiness Center East. All personnel employed by the contractor in the performance of this purchase order, or any agent of the contractor entering the Government installation shall obey all regulations of Marine Corps Air Station Cherry Point and Fleet Readiness Center East.

**5.1.2.** The contractor shall be solely responsible to train/certify their personnel necessary to execute this purchase order and subsequent task orders. The contractor is responsible for obtaining certification and ensuring that all certificates are maintained for the duration of this contract. If certification requirements change, the contractor shall be required to update certification within 90 days of the change. Inspections will be conducted as needed.

**5.1.3.** The contractor shall be responsible for employee competency, conduct, and disciplinary actions with respect to their employees. The contractor's employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner at all times. The removal from the job site of contractor personnel shall not relieve the contractor of the requirement to provide personnel to perform the specified tasks as outlined in this Performance Work Statement.

**5.1.4.** The contractor shall comply with all Marine Corps Air Station Cherry Point and Fleet Readiness Center East's security requirements. The Government reserves the right to deny access to any contractor employee to enter Marine Corps Air Station Cherry Point and/or Fleet Readiness Center East if his or her presence would be detrimental to the mission or performance of work in this Performance Work Statement. The Government reserves the right to require removal of any contractor employee from the job site who endangers persons or property or whose continued employment is inconsistent with the mission. In such

cases the Government's Technical Point of Contact will advise the contractor of the reason for requesting an employee's removal or withdrawing an authorization to enter the installation.

**5.1.5.** The contractor shall ensure that all assigned personnel maintain a standard of grooming and personal appearance in accordance with Air Station Order 1020.3D and the Fleet Readiness Center East's standards (if applicable).

**5.1.6.** The contractor shall ensure that the purchase, use, handling, storage, and disposal of all toxic, hazardous, and special materials and wastes are in accordance with current federal, state, and local environmental protection regulations.

**6.0 Inventory List.** The Government will provide the contractor an inventory list, that shall include the building number, location, extinguisher type and size, and serial number, date(s) serviced, and the date next service is due at the issuance of each Task Order of the required extinguishers to be serviced for stated Period of Performance aboard Marine Corps Air Station Cherry Point, NC. The contractor shall provide a complete written report to the Technical Point of Contact listed on the Task Order and/or Section 9.0 of this Performance Work Statement of any changes which may include but not be limited to location changes, exchange/new extinguishers, serial number updates, service dates, and updated next service date due.

## **7.0 Deliverables.**

**7.1. Contract Administration and Management Points of Contact:** The contractor shall provide a contract manager (supervisor) who shall be responsible for the performance of work. The name of the responsible person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer upon award. The contract manager and 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 during normal operating hours as described in this Performance Work Statement.

**7.2. Service Report:** The contractor shall provide a complete written service report of all fire extinguisher maintenance and servicing accomplished upon completion for each Task Order. The report shall be submitted to the Technical Point of Contact listed on the Task Order. The service report shall include the quantity of fire extinguishers serviced, service type, building, location, serial number, a record of conditions found, repairs, recharging, and all replacement parts used. All contractor created records, documents, and associated papers used for the performance of this contract and/or provided by the Government during the period of this contract become Government property and will be returned to the Government upon contract completion or termination and will be available for Government review as needed or as requested.

**8.0 Operating Hours.** Normal operating hours for the Fleet Readiness Center East are Monday through Friday from 0600-1530. Normal operating hours for Environmental Affairs Department are Monday through Friday from 0600-1500. Normal operating hours for Marine Corps Air Station Cherry Point Fire Prevention department are Monday through Friday from 0700-1600. The contractor is responsible for conducting the fire extinguisher maintenance services between the listed normal operating hours Monday through Friday except on recognized federal holidays or when the base is closed due to local or national emergencies, administrative closings, or similar government directed closings. The contractor is responsible to coordinate schedules with the Technical Point of Contact listed within each Task Order.

### **8.0.1** Recognized Federal Holidays:

<b>Federal Holiday</b>	<b>Time of Observance</b>
New Year's Day	1st of January
Martin Luther King, Jr. Day	3rd Monday in January

President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19th of June
Independence Day	4th of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th of December

Any holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following day. The base (to include all units aboard MCAS Cherry Point) is closed on recognized Federal Holidays and therefore services are not required and will not be provided on Federal Holidays.

#### **9.0 Technical Points of Contact:**

##### Marine Corps Air Station Cherry Point Fire Prevention Department

Primary: Brandee Ridgway, brandee.ridgway@usmc.mil, 252-466-4008

Alternate: Christopher Boudreau, christopher.j.boudre@usmc.mil, 252-466-4898

##### Fleet Readiness Center East

Safety Office: 252-464-7015

Primary: Glen Coleman, glenn.a.coleman4.civ@us.navy.mil, 252-464-5413

Alternate: Kari Wilson, kari.s.wilson.civ@us.navy.mil, 252-464-9163

##### Environmental Affairs Department

Primary: Kurt Avellar, kurt.avellar@usmc.mil, 252-466-3117

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Annual Maintenance Services	108	Task		

FFP  
 For various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.1  
 Exceed 300 extinguishers per task (Unit of Issue) Not to ABC Fire

Extinguishers â€“ 5 lbs.	\$ _____	each
ABC Fire Extinguishers â€“ 10 lbs.	\$ _____	each
ABC Fire Extinguishers â€“ 20 lbs.	\$ _____	each
C02 Fire Extinguishers â€“ 5 lbs.	\$ _____	each
C02 Fire Extinguishers â€“ 10 lbs	\$ _____	each
C02 Fire Extinguishers â€“ 15 lbs	\$ _____	each
C02 Fire Extinguishers â€“ 20 lbs	\$ _____	each
C02 Fire Extinguishers â€“ 30 lbs	\$ _____	each
Halotron Fire Extinguishers â€“ 65 lbs.	\$ _____	each
Class D Fire Extinguishers â€“ 30 lbs.	\$ _____	each
Class K Fire Extinguishers â€“ 10 lbs.	\$ _____	each
Clean Agent Fire Extinguishers â€“ 13.5 lbs.	\$ _____	each
Water Fire Extinguishers â€“ 2.5 gallons	\$ _____	each
Dry Chemical Fire Extinguishers â€“ 2.5 lbs.	\$ _____	each
Dry Chemical Fire Extinguishers â€“ 5 lbs.	\$ _____	each
Dry Chemical Fire Extinguishers â€“ 10 lbs.	\$ _____	each
Dry Chemical Fire Extinguishers â€“ 20 lbs.	\$ _____	each

FOB: Destination  
 PSC CD: H212

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ESTIMATED  
 NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	<p>Six-Year Maintenance Service            FFP            For various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.2            Exceed 155 extinguishers per task (Unit of Issue) <span style="float: right;">Not to ABC Fire</span>            Extinguishers â€“ 5 lbs. \$ _____ each            ABC Fire Extinguishers â€“ 10 lbs. \$ _____ each            ABC Fire Extinguishers â€“ 20 lbs. \$ _____ each            Halotron Fire Extinguishers â€“ 65 lbs. \$ _____ each            Class D Fire Extinguishers â€“ 30 lbs. \$ _____ each            Clean Agent Fire Extinguishers â€“ 13.5 lbs. \$ _____ each            Dry Chemical Fire Extinguishers â€“ 2.5 lbs. \$ _____ each            Dry Chemical Fire Extinguishers â€“ 5 lbs. \$ _____ each            Dry Chemical Fire Extinguishers â€“ 10 lbs. \$ _____ each            Dry Chemical Fire Extinguishers â€“ 20 lbs. \$ _____ each</p>	108	Task		

FOB: Destination  
 PSC CD: H212

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Recharging Services FFP For various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.3 Exceed 15 extinguishers per task (Unit of Issue) <span style="float: right;">Not to ABC Fire</span> Extinguishers â€“ 5 lbs. \$ _____ each ABC Fire Extinguishers â€“ 10 lbs. \$ _____ each ABC Fire Extinguishers â€“ 20 lbs. \$ _____ each C02 Fire Extinguishers â€“ 5 lbs. \$ _____ each C02 Fire Extinguishers â€“ 10 lbs. \$ _____ each C02 Fire Extinguishers â€“ 15 lbs. \$ _____ each C02 Fire Extinguishers â€“ 20 lbs. \$ _____ each C02 Fire Extinguishers â€“ 30 lbs. \$ _____ each Halotron Fire Extinguishers â€“ 65 lbs. \$ _____ each Class D Fire Extinguishers â€“ 30 lbs. \$ _____ each Class K Fire Extinguishers â€“ 10 lbs. \$ _____ each Clean Agent Fire Extinguishers â€“ 13.5 lbs. \$ _____ each Water Fire Extinguishers â€“ 2.5 gallons \$ _____ each Dry Chemical Fire Extinguishers â€“ 2.5 lbs. \$ _____ each Dry Chemical Fire Extinguishers â€“ 5 lbs. \$ _____ each Dry Chemical Fire Extinguishers â€“ 10 lbs. \$ _____ each Dry Chemical Fire Extinguishers â€“ 20 lbs. \$ _____ each	108	Task		

FOB: Destination  
PSC CD: H212

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Hydrostatic Testing Services FFP	108	Task		
	For various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.4				
	Exceed 80 extinguishers per task (Unit of Issue)			Not to ABC Fire	
	Extinguishers 5 lbs.		\$	each	
	ABC Fire Extinguishers 10 lbs.		\$	each	
	ABC Fire Extinguishers 20 lbs.		\$	each	
	C02 Fire Extinguishers 5 lbs.		\$	each	
	C02 Fire Extinguishers 10 lbs.		\$	each	
	C02 Fire Extinguishers 15 lbs.		\$	each	
	C02 Fire Extinguishers 20 lbs.		\$	each	
	C02 Fire Extinguishers 30 lbs.		\$	each	
	Halotron Fire Extinguishers 65 lbs.		\$	each	
	Class D Fire Extinguishers 30 lbs.		\$	each	
	Class K Fire Extinguishers 10 lbs.		\$	each	
	Clean Agent Fire Extinguishers 13.5 lbs.		\$	each	
	Water Fire Extinguishers 2.5 gallons		\$	each	
	Dry Chemical Fire Extinguishers 2.5 lbs.		\$	each	
	Dry Chemical Fire Extinguishers 5 lbs.		\$	each	
	Dry Chemical Fire Extinguishers 10 lbs.		\$	each	
	Dry Chemical Fire Extinguishers 20 lbs.		\$	each	

FOB: Destination  
PSC CD: H212

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Corrective Maintenance Services FFP For various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.5 Exceed 25 extinguishers per task (Unit of Issue)	108	Task	Not to ABC Fire	
	Extinguishers â€“ 5 lbs.			\$ _____ each	
	ABC Fire Extinguishers â€“ 10 lbs.			\$ _____ each	
	ABC Fire Extinguishers â€“ 20 lbs.			\$ _____ each	
	C02 Fire Extinguishers â€“ 5 lbs.			\$ _____ each	
	C02 Fire Extinguishers â€“ 10 lbs.			\$ _____ each	
	C02 Fire Extinguishers â€“ 15 lbs.			\$ _____ each	
	C02 Fire Extinguishers â€“ 20 lbs.			\$ _____ each	
	C02 Fire Extinguishers â€“ 30 lbs.			\$ _____ each	
	Halotron Fire Extinguishers â€“ 65 lbs.			\$ _____ each	
	Class D Fire Extinguishers â€“ 30 lbs.			\$ _____ each	
	Class K Fire Extinguishers â€“ 10 lbs.			\$ _____ each	
	Clean Agent Fire Extinguishers â€“ 13.5 lbs.			\$ _____ each	
	Water Fire Extinguishers â€“ 2.5 gallons			\$ _____ each	
	Dry Chemical Fire Extinguishers â€“ 2.5 lbs.			\$ _____ each	
	Dry Chemical Fire Extinguishers â€“ 5 lbs.			\$ _____ each	
	Dry Chemical Fire Extinguishers â€“ 10 lbs.			\$ _____ each	
	Dry Chemical Fire Extinguishers â€“ 20 lbs.			\$ _____ each	

FOB: Destination  
PSC CD: H212

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Removal and/or Disposal Services FFP For various types of Fire Extinguishers in accordance with Performance Work Statement sections 3.0 and 3.6 Exceed 25 extinguishers per task (Unit of Issue)	108	Task	Not to ABC Fire	
	Extinguishers â€“ 5 lbs.		\$ _____ each		
	ABC Fire Extinguishers â€“ 10 lbs.		\$ _____ each		
	ABC Fire Extinguishers â€“ 20 lbs.		\$ _____ each		
	C02 Fire Extinguishers â€“ 5 lbs.		\$ _____ each		
	C02 Fire Extinguishers â€“ 10 lbs.		\$ _____ each		
	C02 Fire Extinguishers â€“ 15 lbs.		\$ _____ each		
	C02 Fire Extinguishers â€“ 20 lbs.		\$ _____ each		
	C02 Fire Extinguishers â€“ 30 lbs.		\$ _____ each		
	Halotron Fire Extinguishers â€“ 65 lbs.		\$ _____ each		
	Class D Fire Extinguishers â€“ 30 lbs.		\$ _____ each		
	Class K Fire Extinguishers â€“ 10 lbs.		\$ _____ each		
	Clean Agent Fire Extinguishers â€“ 13.5 lbs.		\$ _____ each		
	Water Fire Extinguishers â€“ 2.5 gallons		\$ _____ each		
	Dry Chemical Fire Extinguishers â€“ 2.5 lbs.		\$ _____ each		
	Dry Chemical Fire Extinguishers â€“ 5 lbs.		\$ _____ each		
	Dry Chemical Fire Extinguishers â€“ 10 lbs.		\$ _____ each		
	Dry Chemical Fire Extinguishers â€“ 20 lbs.		\$ _____ each		

FOB: Destination  
PSC CD: H212

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ESTIMATED  
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	36 mths. ADC	108	MCAS CHERRY POINT AS PER DELIVERY ORDER MCAS CHERRY POINT NC 28533 (252) 466-4038 FOB: Destination	M67001
0002	36 mths. ADC	108	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67001
0003	36 mths. ADC	108	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67001
0004	36 mths. ADC	108	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67001
0005	36 mths. ADC	108	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67001
0006	36 mths. ADC	108	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67001

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
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	DEC 2022
52.232-37	Multiple Payment Arrangements	MAY 1999

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7022	Expediting Contract Closeout	MAY 2021
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	DEC 2022
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	DEC 2022

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

(1) The Offeror represents that it [ \_\_\_ ] does, [ \_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.212-2 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 using simplified acquisition procedures for commercial services and best value process using price and non-price factors. For this reason, the final award decision may be made to other than lowest priced or highest technically rated quote. To determine the best value a comparative assessment of the quoter’s price and other non-price factors (technical ability, past performance, and other evaluation factors identified elsewhere in this solicitation) will be conducted.

(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 (DEC 2022) ALTERNATE I (OCT 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

"Sensitive technology"--

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

"Service-disabled veteran-owned small business concern"--

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

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

"Small business concern"--

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

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

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

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

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

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

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-

disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

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

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

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

Israeli End Products:

Line Item No.
---
---

—
---

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_ ) Foreign government;

( \_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_ ) Other -----.

(5) Common parent.

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

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

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

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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

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

\_\_\_ (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).

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

\_\_\_ (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]

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

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

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

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

\_\_\_ (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.

**XX** (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

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

\_\_\_ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

**XX** (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.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 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. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

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 **Date of Award through 3 years after the Date of Award.**
- (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)

##### TO BE PROVIDED AT AWARD

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (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)

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

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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

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

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

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

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

(End of clause)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
—	—
—	—
—	—

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other

material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

**TO BE PROVIDED AT AWARD**

Funds are not presently available for performance under this contract beyond \_\_\_\_ . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_ , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.246-20 WARRANTY OF SERVICES (MAY 2001)

## (a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **45 calendar days**. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

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

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

<https://www.acquisition.gov/>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense 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.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense 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.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

#### 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

## 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.

N/A

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

**Invoice 2 in 1**

(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.

(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\*

Will Provide at time of Task Order Award

<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)	

(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.

**See Task Order for WAWF Point of Contact**

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

(End of clause)

#### 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

#### SPECIAL INVOICING INSTRUCTIONS

Upon completion of the order (and prior to submittal of invoices in WAWF) the contractor shall submit an itemized invoice of actual costs incurred by the contractor for the completion of this requirement via email to [teresa.j.harper8.civ@us.navy.mil](mailto:teresa.j.harper8.civ@us.navy.mil) or the WAWF contact listed within each task order. The itemized breakdown must substantiate the total invoice amount. If an itemized invoice is not submitted, the Government will reject any invoice submitted in WAWF for payment.

#### SALES TAX EXEMPTION:

The Contractor is hereby advised that the United States Government and Agencies thereof are exempt from State

and Local Government tax by virtue of Article 6 of the United States Constitution. No exemption certificate is required.

**Addendum to 52.212-4(c):**

Unilateral administrative changes are authorized under this section, so long as the written contract change does not affect the substantive rights of the parties (i.e., a change in the paying office, line of accounting, cost code, or the appropriation data, changing points of the contact or telephone numbers, and correct typographical errors) and is consistent with customary commercial practice.

**CONTRACTOR BASE ACCESS**

**1.0 CONTRACTOR ACCESS TO MARINE CORPS INSTALLATION AND THE FLEET READINESS CENTER EAST**

1.1 Performance of this requirement requires access to Marine Corp Air Station (MCAS) Cherry Point and the Fleet Readiness Center (FRC) East. Contractor personnel shall follow all procedures for access to the Air Station in accordance with Air Station Order (ASO) 5560.6A, available at:

<http://www.cherrypoint.marines.mil/Portals/86/Docs/Cherrypointorders/5560.6A.pdf?ver=2016-03-29-110019-410>

and FRC East Instruction 5000.1B, Enclosure 1, available at:

<http://www.navair.navy.mil/frce/sites/g/files/jejdrs421/files/2018-11/5000.1B%20JUNE%202017%20enc1.pdf>

Separate access requests are required for Base Access and FRC East access. Please note, due to the Real ID Act, some state driver's licenses will not be accepted without a second form of identification, like a passport.

**1.2 Marine Corps Installations transition to new access control system**

Marine Corps Installations across the region are transitioning to a new government-owned access control system called Defense Biometric Identification System (DBIDS). This new and enhanced system will replace RAPIDGate and MCESS for contractors and other non-DoD-affiliated personnel requiring installation access. DBIDS is already installed at more than 320 sites with over 5 million registered personnel and unlike previous systems, this one is a free service.

Current RAPIDGate or MCESS credentials can easily be switched out for a DBIDS credential and new contractors can apply for a DBIDS credential using the same vetting requirements as previously required. RAPIDGate/MCESS credentials will be honored until December 31, 2018. After this date, all contractors will be required to have a DBIDS credential in order to access MCAS Cherry Point. In order to reduce wait time when exchanging your RAPIDGate/MCESS credential, it is highly recommended each applicant pre-register at <https://dbids-global.dmdc.mil/enroll#!/>.

Here's what you need to know:

**CURRENT DOD ID CARD HOLDERS**

- If you currently hold a valid Common Access Card (CAC), dependent ID card, reserve ID card, or retiree ID card, issued by the Defense Enrollment Eligibility Reporting System (DEERS), no further action is required.
- You will be automatically enrolled in DBIDS when your ID card is initially scanned at the gate. Expect a one-time delay of 3-6 seconds as the DBIDS system initially registers your information.

**CURRENT CONTRACTORS**

- DBIDS credentials will be issued beginning September 24, 2018
- DBIDS credentials will be valid for the duration of your contract, not to exceed five years; however, re-vetting of individuals' information will occur each year.

- Contractors can exchange their current RAPIDGate/MCESS credential for a DBIDS credential without re-vetting, however they will be required to bring the following items:
  - Current RAPIDGate/MCESS credential
  - Second form of government-issued identification (driver license, passport, etc.)
  - Company Contract/Letter of Authorization
- New DBIDS credentials will be valid for the remainder of the contract (not to exceed 5 years), but individuals will be re-vetted each year.
- All contractors (MCAS Cherry Point) will be able to exchange their current RAPIDGate/MCESS credential at the MCAS Cherry Point Contractor Vetting Office, Building 251 (Pass and ID).

NOTE: Flight line access will still be granted at Physical Security using the procedures already in place.

#### NEW CONTRACTORS

- DBIDS credentials will be issued beginning September 24, 2018
- New contractors requiring access for over 60 days will receive a credential valid for up to one year.
- New contractors requiring access for less than 60 days will receive a temporary paper pass.

REMINDER: Beginning October 1, 2018, all personnel in possession of a RAPIDGate/MCESS credential will also be required to provide a second valid U.S. government form of identification. Beginning September 24, 2018, DBIDS credentials will be issued or exchanged in place of a RAPIDGate/MCESS credential. The last day RAPIDGate/MCESS credentials will be authorized for entry onto the installation is December 31, 2018.

More information on DBIDS can be accessed by current CAC holders at <https://dbids.dmdc.mil/#!/resources>.

If you have questions regarding the exchange of a current RAPIDGate/MCESS credential for DBIDS or you are a new contractor seeking enrollment into DBIDS, please contact the Contractor Vetting Office at (252) 466-4685/5921/3066/3461.

1.3 The Technical Point of Contact (TPOC) for this requirement are listed in Section 9.0 of the PWS for this contract.

Note: There is no visit request form. A visit request may be in the form of an email or fax submitted on company letterhead and must contain the following information:

- (a) Last name, first name, Middle name, Place of birth, last four digits of social security number, and citizenship.
- (b) Name of the FRC point of contact and their phone number.
- (c) Purpose of visit, if classified/unclassified visit, dates of visit (one year maximum), company name, POC and phone number.
- (d) Include a statement affirming that the FRC EAST Information Brochure was read and understood by all visitors/contractors listed on the visit request. If a visitor/contractor has not read the FRC EAST Information Brochure prior to their arrival, a copy may be obtained by their sponsor on the CP-Web under Security (Physical Security) "FRC EAST ACCESS CONTROL – FRCEASTINST 5000.1B CH-1 Encl: (1)" or at Building 137, Security Guard Post 1.

1.4 Additional information regarding access to the Air Station is available by phone at 252-466-5921. Additional information regarding access to the FRC East is available by phone at 252-464-7397 or by accessing the FRC East web-site at <http://www.navair.navy.mil/frce/visinfo.html>. Failure to submit the proper visit request information may result in denial of access to the facility.

1.5 The MCAS Cherry Point main gate is located off NC State Highway 101, Havelock, NC. Visitors without proper vehicle identification are required to check-in at the visitor's center adjacent to the main gate.

1.6 Contractors are required to wear personal protective equipment (PPE) consisting of hearing protection, eye protection, and safety shoes. PPE will not be provided by the facility. Contractor representatives without the

appropriate PPE will not be allowed access to the facility.

## 2.0 IDENTIFICATION OF CONTRACTOR PERSONNEL

Contractor personnel shall identify themselves as contractor personnel by introducing themselves or when being introduced. Contractor personnel shall display distinguishing badges or other visible identification for meeting with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

## 3.0 WORK PERFORMED ON MARINE CORP INSTALLATIONS

3.1 The work described herein shall be performed at the Fleet Readiness Center (FRC) East, Bldg. 133, MCAS Cherry Point, NC and shall be performed during the FRC East's normal working hours, Monday through Friday 0630 to 1500, unless otherwise requested by the contractor and approved in advance by the Government.

3.2 During the course of contract performance the contractor, as a resident of the installation and facility, shall adhere to all rules and regulations in effect at Marine Corps Air Station Cherry Point and the FRC East. Contractors are required to comply with all Federal and North Carolina State Environmental, Security, and Safety Compliance requirements along with other command policies as stated in the FRC East Information Brochure (FRCE Instruction 5000.1B, Enclosure 1. Failure to adhere to these requirements may result in suspension or debarment of the individual employees and/or the contractor.

3.3 The contractor shall report any accidents or injuries occurring on site to the FRC East Safety Office via telephone:

Safety Office - 252-464-7015

Fire Department - 911

Fire Department Dispatch - 252-466-3616

Plant Engineering - 252-464-7640

Quality Department - 252-464-9397

ISO 14001 Management Rep - 252-464-9814 or 252-464-8412

Security - 252-464-7999

Hazardous Material Program Manager - 252-464-8051

Environmental Office - 252-464-8042

## PERFORMANCE WORK STATEMENT

**1.0 Scope.** The purpose of this requirement is to establish a requirements contract for the maintenance and servicing of portable hand-held fire extinguishers aboard Marine Corps Air Station Cherry Point, North Carolina, to include the base Fire Department, Marine Corps units aboard the base (i.e., Bogue Field, BT-11, Oak Grove, Atlantic Field), and the Fleet Readiness Center East as required aboard MCAS Cherry Point, NC. The contractor shall provide all parts, tools, equipment, supplies, labor, and transportation necessary for the inspection, maintenance, recharging, testing, and disposal of fire extinguishers in accordance with this Performance Work Statement (PWS).

**1.1.** The contractor shall perform all services in accordance with the provisions of National Fire Protection Association (NFPA) Standard 10, and all applicable federal, state, and local laws and regulations. Services shall include but not be limited to the following services: inspection, maintenance, recharging, testing, and disposal of all portable hand-held fire extinguishers located aboard Marine Corps Air Station Cherry Point, NC. All services shall be performed by a licensed technician certified in accordance with federal, state, and local laws and regulations relating to fire extinguisher maintenance. Fire extinguishers located on government vehicles may be included however fire extinguishers located on fixed-wing and rotary-type aircraft are not included in this requirement.

## **2.0 Applicable Documents.**

- 2.1. National Fire Protection Association 10, Standard for Portable Fire Extinguishers (current edition)
- 2.2. Code of Federal Regulations, 29 CFR 1910.157, Portable Fire Extinguishers
- 2.3. United Facilities Criteria 3-600-01, Fire Protection Engineering for Facilities, May 2021
- 2.4. FRCEASTINS 5000.1B
- 2.5. Air Station Order 1020.3D

**3.0 Requirements.** New (to include back-up and permanent replacement) fire extinguishers are not covered under this contract as they are considered centrally managed items that must be obtained through the government mandatory sources of supply (GCSS/FEDMALL/DLA/GSA/etc.). All repair parts to complete the required fire extinguisher maintenance services shall be new and unused and be provided at no extra costs by the contractor. Fire extinguishers to be serviced under this Purchase Order shall remain the property of the Government and vary in size, type, quantities, and locations aboard the base. The estimated fire extinguisher type quantities and estimated building location quantities aboard the base are listed as follows:

<b>Type</b>	<b>Estimated Quantity</b>	<b>Estimated Buildings</b>
ABC Fire Extinguishers – 5 lbs.	260	90
ABC Fire Extinguishers – 10 lbs.	4160	240
ABC Fire Extinguishers – 20 lbs.	660	60
C02 Fire Extinguishers – 5 lbs.	86	10
C02 Fire Extinguishers – 10 lbs.	180	75
C02 Fire Extinguishers – 15 lbs.	110	50
C02 Fire Extinguishers – 20 lbs.	210	200
C02 Fire Extinguishers – 30 lbs.	110	50
Halotron Fire Extinguishers – 65 lbs.	30	5
Class D Fire Extinguishers – 30 lbs.	60	35
Class K Fire Extinguishers – 10 lbs.	35	15
Clean Agent Fire Extinguishers – 13.5 lbs.	30	20
Water Fire Extinguishers – 2.5 gallons	70	25
Dry Chemical Fire Extinguishers – 2.5 lbs	50	5
Dry Chemical Fire Extinguishers – 5 lbs.	50	5
Dry Chemical Fire Extinguishers – 10 lbs.	150	10
Dry Chemical Fire Extinguishers – 20 lbs.	150	10

**3.1. Annual Maintenance.** All fire extinguishers shall be inspected annually and subjected to applicable annual maintenance procedures in accordance with NFPA 10 (current edition) for the type of fire extinguisher being serviced (i.e., C02, Class D, Class K, etc.). For annual maintenance, the year shall start on the first day the maintenance is performed and end one calendar year later. At each annual maintenance, fire extinguishers shall be placed in a fully charged and operable condition free from defects which may cause malfunctions. Cartridges of every cartridge-operated extinguisher shall be accurately weighed annually in accordance with the manufacturer's recommendations. Upon completion of the annual maintenance service, a safety pin compatible with the valve required by the ANSI/UL standards shall be installed and held in place with a tamper seal. When performing the required maintenance, the contractor shall ensure, for each extinguisher, in accordance with NFPA 10, that:

- a) The extinguishers are mounted in the designated location and there are no obstructions of access or visibility of the extinguisher
- b) Operating instructions on the nameplate are legible and facing outward
- c) Safety seals and tamper indicators are not broken or missing
- d) The extinguisher is at its proper gross weight as specified on the nameplate
- e) Fullness determined by weight or hefting for self-expelling-type extinguishers, cartridge-operated extinguishers, and pump tanks is verified
- f) If applicable, the condition of tires, wheels, carriage, hose, and nozzle for wheeled extinguishers are verified
- g) There is no obvious physical damage, corrosion, leakage, or clogging
- h) The pressure gauge reading, or indicator is in the operable range or position
- i) If applicable, verify operability on non-rechargeable extinguishers using push-to-test pressure indicators
- j) Required labeling is in place
- k) All extinguishers are properly tagged in accordance with NFPA 10; and,
- l) Ensure the extinguisher is DOT and OSHA compliant

Further, all serviced fire extinguishers shall be fitted with an annual maintenance tag for inspection purposes. The annual maintenance tag shall be attached to each portable fire extinguisher in such a position to be conveniently inspected. The annual maintenance tag may be attached to the fire extinguisher by means of wire, string, plastic ties, or a self-adhesive tag approved by the State Fire Marshal. The annual maintenance tag shall contain the required information:

- a) "Do Not Remove by Order of the State Fire Marshal"
- b) Concern name as listed on license
- c) Concern business location
- d) License number ("E" Number) and License Type
- e) Service Maintenance / New Extinguisher Block
- f) Date service performed
- g) Certificate of Registration. Provide printed "EE" Number followed by space for number
- h) The Seal of Registration of the Office of the State Fire Marshal
- i) Space or line for signature of person performing or supervising the service work
- j) Valid local telephone number for the licensed concern

**3.1.1.** The contractor will notify the Technical Point of Contact of any fire extinguishers found to be unserviceable or unusable to ensure they are properly disposed of, and a fire extinguisher of adequate type and size is restored in its place.

**3.2. Six-Year Maintenance of Fire Extinguishers.** Every six years, whether the fire extinguisher is used or not, all stored-pressure type extinguishers that require a twelve-year hydrostatic test shall undergo six-year maintenance. Extinguishers shall be emptied, inspected internally and externally, and recharged. Upon completion, a six-year maintenance label shall be affixed to the side or rear of the extinguisher cylinder, indicating the month and year service was performed.

**3.3. Recharging of Fire Extinguishers.** If recharging is required, the contractor shall ensure that: the extinguisher is emptied of all its contents; essential mechanical parts are dismantled, inspected, and cleaned; any defective or worn parts are replaced; cylinder is filled with proper amount of extinguishing agent; and fire extinguisher is reassembled and pressurized with verification of service collar in place. A leak test shall be performed in order to ensure proper containment of pressure and contents.

**3.4. Hydrostatic Testing of Fire Extinguishers.** Stored-pressure fire extinguishers shall be hydrostatically tested according to intervals and procedures specified by NFPA 10 and DOT.

**3.5. Corrective Maintenance Services.** This shall include but not be limited to misplacement, exchange, fire extinguishers that have had a scheduled maintenance performed or will have a scheduled maintenance performed but

due to resulting damage and/or weather effects or operational reasons may require evaluation, servicing, and/or repair. The vendor will restore a fire extinguisher to full operating capability. All work shall be in accordance with NFPA 10/OSHA/DOT requirements. All parts utilized must meet original equipment manufacturer's specifications. The replacement of safety disc assembly, pressure gauges, valve stems, and replacement of wheels and or hose/nozzle assemblies will be determined at time of inspection and will be coordinated with the Technical Point of Contact listed in each Task Order and/or in Section 9.0 of this Performance Work Statement.

**3.6. Removal and/or Disposal of Fire Extinguishers.** When an extinguisher is removed from service, the contractor will notify the Technical Point of Contact listed in each Task Order and/or Section 9.0 of this Performance Work Statement prior to condemning, disposing of, and recycling a fire extinguisher and its contents in accordance with federal, state, and local laws and environmental regulations. Replaced parts shall be disposed of by the contractor in accordance with federal, state, local laws, and environmental regulations (if applicable).

**3.6.1.** Fire extinguishers removed from service for maintenance or recharge shall be temporarily replaced by a fire extinguisher suitable for the type of hazard being protected and shall be of at least equal rating. Fire extinguishers may not be removed for on-site service without providing a temporary replacement. On-site means services provided in a vehicle approved for servicing of fire extinguishers and located on the immediate building property where work is performed.

**3.6.2.** The contractor shall immediately notify the Technical Point of Contact listed on the Task Order and/or Section 9.0 of this Performance Work Statement if an extinguisher is missing, not in its designated location, or appears to have been discharged for no apparent reason.

**3.6.3.** The Government may on an as needed basis submit a Task Order for disposal of fire extinguishers.

**4.0 Contractor Provided Tools and Equipment.** The contractor shall provide all necessary tools and equipment required for the successful and safe performance of all requirements of this Performance Work Statement, as required by OSHA. The contractor shall have the capabilities to service ABC multi-purpose dry chemical, Halotron, BC stored chemical, purple K dry chemical, carbon dioxide, class K wet chemical, class D dry chemical, and stored water pressure fire extinguishers.

**4.1.1.** The contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the performance of the services required under this purchase order. The contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the government upon request.

**4.1.2.** The contractor shall provide the name or names, to the government Technical Point of Contact listed in Section 9.0, of the responsible supervisory person or persons authorized to act for the contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. Written notification to the government Technical Point of Contact listed in Section 9.0 shall be provided as changes occur and additional information becomes available.

**4.1.3.** All contractor employees assigned to work aboard must be eligible to gain base access and shall obtain the required employee and vehicle passes. The contractor shall, prior to the start of a Task Order, submit to the Technical Point of Contact listed in Section 9.0, the number of personnel and names of personnel expected to be utilized to complete the Task Order. The Government will issue badges without charge and the contractor employee is required to wear the badge over the front of their outer clothing so that it is visible at all times while completing the performance of the Task Order aboard Marine Corps Air Station Cherry Point and the Fleet Readiness Center East. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned to the Government within 5 calendar days of departure.

**5.0 Quality Assurance.** The Fleet Readiness Center East's Mission and Workforce Safety Division, Environmental Affairs Department, the Marine Corps Air Station Cherry Point Fire Prevention Department, and the units

designated point of contact listed within each Task Order will be responsible to monitor and inspect the contractor's performance in order to ensure performance in accordance with the requirements of this Performance Work Statement and all federal, state, and local laws. Contractor performance will be evaluated through intermittent on-site inspections and receipt of comments from customers.

**5.1.1.** The contractor will furnish sufficient personnel to perform all work specified within this Purchase Order and subsequent Task Orders. The contractor shall not employ any person whose employment under this award could in any way result in a conflict of interest with the mission of Marine Corps Air Station Cherry Point or the Fleet Readiness Center East. All personnel employed by the contractor in the performance of this purchase order, or any agent of the contractor entering the Government installation shall obey all regulations of Marine Corps Air Station Cherry Point and Fleet Readiness Center East.

**5.1.2.** The contractor shall be solely responsible to train/certify their personnel necessary to execute this purchase order and subsequent task orders. The contractor is responsible for obtaining certification and ensuring that all certificates are maintained for the duration of this contract. If certification requirements change, the contractor shall be required to update certification within 90 days of the change. Inspections will be conducted as needed.

**5.1.3.** The contractor shall be responsible for employee competency, conduct, and disciplinary actions with respect to their employees. The contractor's employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner at all times. The removal from the job site of contractor personnel shall not relieve the contractor of the requirement to provide personnel to perform the specified tasks as outlined in this Performance Work Statement.

**5.1.4.** The contractor shall comply with all Marine Corps Air Station Cherry Point and Fleet Readiness Center East's security requirements. The Government reserves the right to deny access to any contractor employee to enter Marine Corps Air Station Cherry Point and/or Fleet Readiness Center East if his or her presence would be detrimental to the mission or performance of work in this Performance Work Statement. The Government reserves the right to require removal of any contractor employee from the job site who endangers persons or property or whose continued employment is inconsistent with the mission. In such cases the Government's Technical Point of Contact will advise the contractor of the reason for requesting an employee's removal or withdrawing an authorization to enter the installation.

**5.1.5.** The contractor shall ensure that all assigned personnel maintain a standard of grooming and personal appearance in accordance with Air Station Order 1020.3D and the Fleet Readiness Center East's standards (if applicable).

**5.1.6.** The contractor shall ensure that the purchase, use, handling, storage, and disposal of all toxic, hazardous, and special materials and wastes are in accordance with current federal, state, and local environmental protection regulations.

**6.0 Inventory List.** The Government will provide the contractor an inventory list, that shall include the building number, location, extinguisher type and size, and serial number, date(s) serviced, and the date next service is due at the issuance of each Task Order of the required extinguishers to be serviced for stated Period of Performance aboard Marine Corps Air Station Cherry Point, NC. The contractor shall provide a complete written report to the Technical Point of Contact listed on the Task Order and/or Section 9.0 of this Performance Work Statement of any changes which may include but not be limited to location changes, exchange/new extinguishers, serial number updates, service dates, and updated next service date due.

## **7.0 Deliverables.**

**7.1. Contract Administration and Management Points of Contact:** The contractor shall provide a contract manager (supervisor) who shall be responsible for the performance of work. The name of the responsible person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer upon award. The contract manager and 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 during normal operating hours as described in this Performance Work Statement.

**7.2. Service Report:** The contractor shall provide a complete written service report of all fire extinguisher maintenance and servicing accomplished upon completion for each Task Order. The report shall be submitted to the Technical Point of Contact listed on the Task Order. The service report shall include the quantity of fire extinguishers serviced, service type, building, location, serial number, a record of conditions found, repairs, recharging, and all replacement parts used. All contractor created records, documents, and associated papers used for the performance of this contract and/or provided by the Government during the period of this contract become Government property and will be returned to the Government upon contract completion or termination and will be available for Government review as needed or as requested.

**8.0 Operating Hours.** Normal operating hours for the Fleet Readiness Center East are Monday through Friday from 0600-1530. Normal operating hours for Environmental Affairs Department are Monday through Friday from 0600-1500. Normal operating hours for Marine Corps Air Station Cherry Point Fire Prevention department are Monday through Friday from 0700-1600. The contractor is responsible for conducting the fire extinguisher maintenance services between the listed normal operating hours Monday through Friday except on recognized federal holidays or when the base is closed due to local or national emergencies, administrative closings, or similar government directed closings. The contractor is responsible to coordinate schedules with the Technical Point of Contact listed within each Task Order.

**8.0.1** Recognized Federal Holidays:

Federal Holiday	Time of Observance
New Year's Day	1st of January
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19th of June
Independence Day	4th of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th of December

Any holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following day. The base (to include all units aboard MCAS Cherry Point) is closed on recognized Federal Holidays and therefore services are not required and will not be provided on Federal Holidays.

**9.0 Technical Points of Contact:**

Marine Corps Air Station Cherry Point Fire Prevention Department

Primary: Brandee Ridgway, brandee.ridgway@usmc.mil, 252-466-4008

Alternate: Christopher Boudreau, christopher.j.boudre@usmc.mil, 252-466-4898

#### Fleet Readiness Center East

Safety Office: 252-464-7015

Primary: Glen Coleman, glenn.a.coleman4.civ@us.navy.mil, 252-464-5413

Alternate: Kari Wilson, kari.s.wilson.civ@us.navy.mil, 252-464-9163

#### Environmental Affairs Department

Primary: Kurt Avellar, kurt.avellar@usmc.mil, 252-466-3117

### ADDENDUM TO FAR 52.212-1

#### 1) SUBMISSION OF QUOTES.

- a) The vendor is responsible for ensuring that quotes are received in the Contracting Office no later than **11:00 A.M. (EST) on 28 April 2023** as indicated on page one (1) of this solicitation. Failure of vendor's quote to be received prior to the hour and date specified may result in rejection of the quote.
- b) Quotes shall be submitted electronically via e-mail to [bobbi.webster@usmc.mil](mailto:bobbi.webster@usmc.mil)
- c) RFQ Number **M67001-23-Q-1047** must be clearly shown in the subject line.

#### 2) INSTRUCTIONS FOR THE PREPARATION OF QUOTES: The vendor shall submit the following as part of their quote:

- a) Information that demonstrates the vendor's ability to perform the services in accordance with the requirements of the Performance Work Statement within the required period of performance.
- b) Quoted firm-fixed price for each line item shown – for completion of all services/supplies in accordance with the requirements of the Performance Work Statement. Vendor must include unit price and total amount for each line item.
- c) Vendor shall quote FOB Destination pricing.
- d) Completed SF1449 to include:

- i) Signed/completed page 1 (Blocks 17 and 30)

- ii) Completed Representations and Certifications: The following **representations and certifications must be completed and returned as part of the vendor's quote**

FAR 52.212-3 (Note that vendor is only required to complete paragraph (b) if they have not completed annual representations and certifications via the System for Award Management (SAM) website.)

- e) **Past Performance Information**, to include the following:

i) Vendors may submit at least three (3) relevant past performance references. Relevant past performance is defined as performance of contracts similar in technical complexity to this requirement. Include the following information for each contract listed:

- (a) Agency or company name.
- (b) Contract number (if applicable).
- (c) Point of Contact name, phone number and fax number.
- (d) Brief description of contract and relevance to this requirement.
- (e) Total contract value.
- (f) Period of performance.

ii) If a vendor has no relevant past performance history, a vendor must affirmatively state that it possesses no relevant past performance history.

### ATTACHMENT 1

"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.: 2015-5781  
Daniel W. Simms Division of | Revision No.: 20  
Director Wage Determinations| Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$16.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

If the contract was awarded on or	Executive Order 13658 generally applies to
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$12.15 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: North Carolina

Area: North Carolina Counties of Craven, Jones, Pamlico

## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.00***
01012 - Accounting Clerk II		15.71***
01013 - Accounting Clerk III		17.58
01020 - Administrative Assistant		23.20
01035 - Court Reporter		17.67
01041 - Customer Service Representative I		13.21***
01042 - Customer Service Representative II		14.41***
01043 - Customer Service Representative III		16.17***
01051 - Data Entry Operator I		14.30***
01052 - Data Entry Operator II		15.60***
01060 - Dispatcher, Motor Vehicle		17.67
01070 - Document Preparation Clerk		14.07***
01090 - Duplicating Machine Operator		14.07***
01111 - General Clerk I		13.20***
01112 - General Clerk II		14.40***
01113 - General Clerk III		16.18***
01120 - Housing Referral Assistant		19.70
01141 - Messenger Courier		11.47***
01191 - Order Clerk I		13.09***
01192 - Order Clerk II		14.29***
01261 - Personnel Assistant (Employment) I		16.44
01262 - Personnel Assistant (Employment) II		18.39
01263 - Personnel Assistant (Employment) III		20.50
01270 - Production Control Clerk		24.30
01290 - Rental Clerk		13.73***
01300 - Scheduler, Maintenance		15.79***
01311 - Secretary I		15.79***
01312 - Secretary II		17.67
01313 - Secretary III		19.70
01320 - Service Order Dispatcher		15.79***
01410 - Supply Technician		23.20
01420 - Survey Worker		17.67
01460 - Switchboard Operator/Receptionist		14.07***
01531 - Travel Clerk I		12.56***
01532 - Travel Clerk II		13.42***
01533 - Travel Clerk III		14.20***
01611 - Word Processor I		14.07***
01612 - Word Processor II		15.79***
01613 - Word Processor III		17.67
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.00
05010 - Automotive Electrician		19.33
05040 - Automotive Glass Installer		17.76
05070 - Automotive Worker		17.76
05110 - Mobile Equipment Servicer		15.82***
05130 - Motor Equipment Metal Mechanic		19.71
05160 - Motor Equipment Metal Worker		17.76
05190 - Motor Vehicle Mechanic		19.71
05220 - Motor Vehicle Mechanic Helper		14.83***
05250 - Motor Vehicle Upholstery Worker		16.17***
05280 - Motor Vehicle Wrecker		17.76
05310 - Painter, Automotive		18.99
05340 - Radiator Repair Specialist		17.76
05370 - Tire Repairer		13.38***
05400 - Transmission Repair Specialist		19.71

07000 - Food Preparation And Service Occupations	
07010 - Baker	15.83***
07041 - Cook I	12.90***
07042 - Cook II	14.86***
07070 - Dishwasher	9.54***
07130 - Food Service Worker	11.42***
07210 - Meat Cutter	16.71
07260 - Waiter/Waitress	9.32***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.55
09040 - Furniture Handler	14.73***
09080 - Furniture Refinisher	24.55
09090 - Furniture Refinisher Helper	18.10
09110 - Furniture Repairer, Minor	21.50
09130 - Upholsterer	24.55
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.74***
11060 - Elevator Operator	12.05***
11090 - Gardener	18.52
11122 - Housekeeping Aide	10.95***
11150 - Janitor	10.95***
11210 - Laborer, Grounds Maintenance	13.68***
11240 - Maid or Houseman	10.27***
11260 - Pruner	12.16***
11270 - Tractor Operator	16.81
11330 - Trail Maintenance Worker	13.68***
11360 - Window Cleaner	12.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	19.46
12012 - Certified Occupational Therapist Assistant	34.39
12015 - Certified Physical Therapist Assistant	32.84
12020 - Dental Assistant	22.20
12025 - Dental Hygienist	36.31
12030 - EKG Technician	29.50
12035 - Electroneurodiagnostic Technologist	29.50
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	17.40
12072 - Licensed Practical Nurse II	19.46
12073 - Licensed Practical Nurse III	21.70
12100 - Medical Assistant	14.48***
12130 - Medical Laboratory Technician	24.94
12160 - Medical Record Clerk	15.80***
12190 - Medical Record Technician	17.67
12195 - Medical Transcriptionist	17.40
12210 - Nuclear Medicine Technologist	42.79
12221 - Nursing Assistant I	11.35***
12222 - Nursing Assistant II	12.76***
12223 - Nursing Assistant III	13.92***
12224 - Nursing Assistant IV	15.62***
12235 - Optical Dispenser	19.46
12236 - Optical Technician	17.40
12250 - Pharmacy Technician	17.03
12280 - Phlebotomist	14.76***
12305 - Radiologic Technologist	25.37
12311 - Registered Nurse I	25.05
12312 - Registered Nurse II	30.64
12313 - Registered Nurse II, Specialist	30.64
12314 - Registered Nurse III	37.08
12315 - Registered Nurse III, Anesthetist	37.08
12316 - Registered Nurse IV	44.43

12317 - Scheduler (Drug and Alcohol Testing)	24.12
12320 - Substance Abuse Treatment Counselor	21.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.89
13012 - Exhibits Specialist II	24.65
13013 - Exhibits Specialist III	30.15
13041 - Illustrator I	19.89
13042 - Illustrator II	24.65
13043 - Illustrator III	30.15
13047 - Librarian	27.29
13050 - Library Aide/Clerk	15.43***
13054 - Library Information Technology Systems Administrator	24.65
13058 - Library Technician	19.89
13061 - Media Specialist I	17.78
13062 - Media Specialist II	19.89
13063 - Media Specialist III	22.17
13071 - Photographer I	17.78
13072 - Photographer II	19.89
13073 - Photographer III	24.65
13074 - Photographer IV	30.15
13075 - Photographer V	36.47
13090 - Technical Order Library Clerk	19.39
13110 - Video Teleconference Technician	17.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.62***
14042 - Computer Operator II	17.47
14043 - Computer Operator III	20.63
14044 - Computer Operator IV	21.65
14045 - Computer Operator V	23.97
14071 - Computer Programmer I	(see 1) 22.75
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.62***
14160 - Personal Computer Support Technician	21.65
14170 - System Support Specialist	23.97
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.33
15020 - Aircrew Training Devices Instructor (Rated)	37.89
15030 - Air Crew Training Devices Instructor (Pilot)	45.43
15050 - Computer Based Training Specialist / Instructor	31.33
15060 - Educational Technologist	28.46
15070 - Flight Instructor (Pilot)	45.43
15080 - Graphic Artist	26.04
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.43
15086 - Maintenance Test Pilot, Rotary Wing	45.43
15088 - Non-Maintenance Test/Co-Pilot	45.43
15090 - Technical Instructor	27.02
15095 - Technical Instructor/Course Developer	33.04
15110 - Test Proctor	21.80
15120 - Tutor	21.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.39***
16030 - Counter Attendant	9.39***
16040 - Dry Cleaner	11.49***
16070 - Finisher, Flatwork, Machine	9.39***
16090 - Presser, Hand	9.39***

16110 - Presser, Machine, Drycleaning	9.39***	
16130 - Presser, Machine, Shirts	9.39***	
16160 - Presser, Machine, Wearing Apparel, Laundry		9.39***
16190 - Sewing Machine Operator	12.23***	
16220 - Tailor	12.97***	
16250 - Washer, Machine	10.08***	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.68
19040 - Tool And Die Maker	32.71	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	16.81	
21030 - Material Coordinator	24.30	
21040 - Material Expediter	24.30	
21050 - Material Handling Laborer	15.11***	
21071 - Order Filler	13.49***	
21080 - Production Line Worker (Food Processing)		16.81
21110 - Shipping Packer	19.06	
21130 - Shipping/Receiving Clerk	19.06	
21140 - Store Worker I	13.37***	
21150 - Stock Clerk	19.01	
21210 - Tools And Parts Attendant	16.81	
21410 - Warehouse Specialist	16.81	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	32.09	
23019 - Aircraft Logs and Records Technician		25.19
23021 - Aircraft Mechanic I	30.41	
23022 - Aircraft Mechanic II	32.09	
23023 - Aircraft Mechanic III	33.71	
23040 - Aircraft Mechanic Helper	21.21	
23050 - Aircraft, Painter	28.76	
23060 - Aircraft Servicer	25.19	
23070 - Aircraft Survival Flight Equipment Technician		28.76
23080 - Aircraft Worker	26.92	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.92
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		30.41
23110 - Appliance Mechanic	24.55	
23120 - Bicycle Repairer	19.94	
23125 - Cable Splicer	31.10	
23130 - Carpenter, Maintenance	18.11	
23140 - Carpet Layer	22.97	
23160 - Electrician, Maintenance	27.06	
23181 - Electronics Technician Maintenance I	28.10	
23182 - Electronics Technician Maintenance II	30.04	
23183 - Electronics Technician Maintenance III	31.75	
23260 - Fabric Worker	21.50	
23290 - Fire Alarm System Mechanic	25.95	
23310 - Fire Extinguisher Repairer	19.94	
23311 - Fuel Distribution System Mechanic	30.81	
23312 - Fuel Distribution System Operator	23.68	
23370 - General Maintenance Worker	19.29	
23380 - Ground Support Equipment Mechanic	30.41	
23381 - Ground Support Equipment Servicer	25.19	
23382 - Ground Support Equipment Worker	26.92	
23391 - Gunsmith I	19.94	
23392 - Gunsmith II	22.97	
23393 - Gunsmith III	25.95	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		18.40
23411 - Heating, Ventilation And Air Contidioning		19.42

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	27.20
23440 - Heavy Equipment Operator	19.28
23460 - Instrument Mechanic	25.95
23465 - Laboratory/Shelter Mechanic	24.55
23470 - Laborer	15.11***
23510 - Locksmith	24.55
23530 - Machinery Maintenance Mechanic	32.51
23550 - Machinist, Maintenance	28.94
23580 - Maintenance Trades Helper	18.10
23591 - Metrology Technician I	25.95
23592 - Metrology Technician II	27.38
23593 - Metrology Technician III	28.77
23640 - Millwright	25.95
23710 - Office Appliance Repairer	24.55
23760 - Painter, Maintenance	31.11
23790 - Pipefitter, Maintenance	26.61
23810 - Plumber, Maintenance	25.28
23820 - Pneudraulic Systems Mechanic	25.95
23850 - Rigger	25.95
23870 - Scale Mechanic	22.97
23890 - Sheet-Metal Worker, Maintenance	29.16
23910 - Small Engine Mechanic	22.97
23931 - Telecommunications Mechanic I	25.81
23932 - Telecommunications Mechanic II	27.24
23950 - Telephone Lineman	25.95
23960 - Welder, Combination, Maintenance	26.94
23965 - Well Driller	25.95
23970 - Woodcraft Worker	25.95
23980 - Woodworker	19.94
24000 - Personal Needs Occupations	
24550 - Case Manager	14.99***
24570 - Child Care Attendant	11.68***
24580 - Child Care Center Clerk	14.58***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	14.99***
24630 - Homemaker	16.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.64
25040 - Sewage Plant Operator	23.70
25070 - Stationary Engineer	30.64
25190 - Ventilation Equipment Tender	21.37
25210 - Water Treatment Plant Operator	23.70
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.18
27007 - Baggage Inspector	16.95
27008 - Corrections Officer	18.09
27010 - Court Security Officer	19.21
27030 - Detection Dog Handler	18.96
27040 - Detention Officer	18.09
27070 - Firefighter	18.98
27101 - Guard I	16.95
27102 - Guard II	18.96
27131 - Police Officer I	20.68
27132 - Police Officer II	22.98
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.39***
28042 - Carnival Equipment Repairer	14.75***
28043 - Carnival Worker	9.79***
28210 - Gate Attendant/Gate Tender	18.63

28310 - Lifeguard	16.60	
28350 - Park Attendant (Aide)	20.85	
28510 - Recreation Aide/Health Facility Attendant	15.35***	
28515 - Recreation Specialist	23.96	
28630 - Sports Official	16.60	
28690 - Swimming Pool Operator	25.69	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.97	
29020 - Hatch Tender	22.97	
29030 - Line Handler	22.97	
29041 - Stevedore I	21.50	
29042 - Stevedore II	24.55	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33	
30021 - Archeological Technician I	21.19	
30022 - Archeological Technician II	23.70	
30023 - Archeological Technician III	29.37	
30030 - Cartographic Technician	29.37	
30040 - Civil Engineering Technician	25.43	
30051 - Cryogenic Technician I	32.52	
30052 - Cryogenic Technician II	35.93	
30061 - Drafter/CAD Operator I	21.19	
30062 - Drafter/CAD Operator II	23.70	
30063 - Drafter/CAD Operator III	26.43	
30064 - Drafter/CAD Operator IV	32.52	
30081 - Engineering Technician I	18.88	
30082 - Engineering Technician II	21.19	
30083 - Engineering Technician III	23.70	
30084 - Engineering Technician IV	29.37	
30085 - Engineering Technician V	35.93	
30086 - Engineering Technician VI	43.46	
30090 - Environmental Technician	28.59	
30095 - Evidence Control Specialist	29.37	
30210 - Laboratory Technician	26.43	
30221 - Latent Fingerprint Technician I	32.52	
30222 - Latent Fingerprint Technician II	35.93	
30240 - Mathematical Technician	29.37	
30361 - Paralegal/Legal Assistant I	21.31	
30362 - Paralegal/Legal Assistant II	26.40	
30363 - Paralegal/Legal Assistant III	32.30	
30364 - Paralegal/Legal Assistant IV	39.07	
30375 - Petroleum Supply Specialist	35.93	
30390 - Photo-Optics Technician	29.37	
30395 - Radiation Control Technician	35.93	
30461 - Technical Writer I	29.37	
30462 - Technical Writer II	35.93	
30463 - Technical Writer III	43.46	
30491 - Unexploded Ordnance (UXO) Technician I	26.22	
30492 - Unexploded Ordnance (UXO) Technician II	31.73	
30493 - Unexploded Ordnance (UXO) Technician III	38.03	
30494 - Unexploded (UXO) Safety Escort	26.22	
30495 - Unexploded (UXO) Sweep Personnel	26.22	
30501 - Weather Forecaster I	32.52	
30502 - Weather Forecaster II	39.56	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	26.43
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	29.37
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.73	

31020 - Bus Aide	13.40***
31030 - Bus Driver	19.56
31043 - Driver Courier	13.72***
31260 - Parking and Lot Attendant	11.29***
31290 - Shuttle Bus Driver	15.12***
31310 - Taxi Driver	13.63***
31361 - Truckdriver, Light	15.12***
31362 - Truckdriver, Medium	16.30
31363 - Truckdriver, Heavy	20.90
31364 - Truckdriver, Tractor-Trailer	20.90
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	10.32***
99050 - Desk Clerk	10.48***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	16.15***
99252 - Laboratory Animal Caretaker II	17.79
99260 - Marketing Analyst	35.23
99310 - Mortician	26.22
99410 - Pest Controller	19.34
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.05
99711 - Recycling Specialist	20.95
99730 - Refuse Collector	15.15***
99810 - Sales Clerk	11.47***
99820 - School Crossing Guard	15.15***
99830 - Survey Party Chief	22.91
99831 - Surveying Aide	13.56***
99832 - Surveying Technician	18.59
99840 - Vending Machine Attendant	20.95
99841 - Vending Machine Repairer	26.58
99842 - Vending Machine Repairer Helper	20.95

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance

Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\*****Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

### UNAUTHORIZED WORK PERFORMANCE

The Contractor shall not perform work that deviates from contract requirements and the Performance Work Statement. If the Contractor deviates from contract requirements and Performance Work Statement without approval of the CONTRACT ADMINISTRATOR/CONTRACTING OFFICER, such deviation shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

### CONTRACT ADMINISTRATION

#### 1.0 CONTRACT ADMINISTRATION FOR THE GOVERNMENT

a) The following representative of the Contracting Office shall be contacted for contract administration purposes:

**Name: Bobbi Webster**  
**Phone: (252) 466-3417**  
**DSN: 582-3417**  
**Email: bobbi.webster@usmc.mil**

#### 2.0 COMMUNICATIONS

a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and is signed by the Contracting Officer or is pursuant to specific authority otherwise included as a part of this contract.

c) A Contracting Officer for the Marine Corps Installations East (MCI East) Contracting Office, is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding, provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than a designated Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made.

d) The contact information for the Contracting Officer is:

**Name: Larry Davis**  
**Address: Cherry Point Satellite Contracting Office**  
**PSC Box 8018**

**Bldg. 159,**  
**MCAS Cherry Point, NC 28533-0018**  
**Phone: (252) 466-7765**  
**DSN: 582-7765**  
**Email: larry.davis1@usmc.mil**

### WAGE DETERMINATION

**Incorporation of Applicable Wage Determination:** In accordance with FAR 52.222-41, this order is subject to the requirements of the Service Contract Labor Standards. Applicable Wage Determination No. 2015-5781 (Rev. 20) dated 12/27/2022, which is available at [www.wdol.gov](http://www.wdol.gov), is hereby incorporated.

### EXAMPLE

Item No.	Services	Estimated Quantity	Unit	Unit Price	Total Estimated Amount	
0001	Annual Maintenance (AM) <b>300 Max Allowed per Task</b>	1	TASK	<b>_\$1,200.00_</b>	_\$670.00_	*Vendor will bill actual cost
	Task = 280 Extinguishers for AM this POP					
	ABC 5lb	\$ 1.00 each	50 =	\$ 50.00		
	ABC 10lb	\$ 2.00 each	75 =	\$ 150.00		
	ABC 20lb	\$ 3.00 each	125 =	\$ 375.00		
	K 20lb	\$ 4.00 each	25 =	\$ 75.00		
	H 50lb	\$ 5.00 each	5 =	\$ 20.00		
		Total:		\$ 670.00		
0002	6year Maintenance <b>155 Max Allowed per Task</b>	1	Task	<b>_\$310.00_</b>	_\$240.00_	*Vendor will bill actual cost
	Task = 140 Extinguishers for 6 yr mntce this POP					
	ABC 5lb	\$ 1.00 each	40 =	\$ 40.00		
	ABC 20lbs	\$ 2.00 each	100 =	\$ 200.00		
		Total:		\$ 240.00		
0005	Corrective maintenance <b>25 Max Allowed per Task</b>	2	Task	<b>_\$150.00_</b>	_\$ 102.00_	*Vendor will bill actual cost
	Task = 34 Corrective Maintenance this POP					
	ABC 10lbs	\$ 3.00 each	34 =	\$ 102.00		
		Total:		\$ 102.00		

Vendor will need to provide the cost of each type and size of extinguisher for each of the six CLINs.  
 Vendor will invoice **actual cost** for fire extinguishers serviced.