

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011937152		PAGE 1 OF 53	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CN23R0021	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TRAVIS C. TONINI		b. TELEPHONE NUMBER (No Collect Calls) 808-656-0939		6. SOLICITATION ISSUE DATE 12-Apr-2023	
9. ISSUED BY 413 CSB 413TH CSB, RCO-HAWAII, 742 SANTOS DUMONT AVENUE BLDG 108, 3RD FLOOR (WAAF) SCHOFIELD BARRACKS HI 96857-5026 TEL: FAX:		CODE W912CN		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 532412 SIZE STANDARD: \$40,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO US ARMY GARRISON HI DIR OF PUB WKS DPW JONATHAN LOSPOC BLDG 104 947 WRIGHT AVE WAAF SERVICE CO SCHOFIELD BARRACKS HI 96857-5013 TEL: 808-655-51411 FAX: 808-656-7771		CODE WX3JN3		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 53	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		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	

ADDITIONAL INFORMATION

Additional Instructions and Information

1. Quote Submission Instructions.
 - a. This solicitation is a Request for Quote (RFQ). This solicitation will be posted on the System for Award Management (SAM) website. The SAM website is <https://sam.gov/>. Once the solicitation is posted, it is the responsibility of the contractor to monitor the website for any issued amendments, until the closing date. Quotes shall be submitted electronically via E-mail to the contract specialist identified below. Faxed quotes will **NOT** be accepted.
 - Contract Specialist Name: Travis Tonini
 - E-mail Address: travis.c.tonini.civ@army.mil
 - b. Quotes must be received by the contracting office on or before the solicitation's closing date and time stated in Block 8 of the Standard Form (SF) 1449 form. Local time is Hawaii Standard Time (HST). It is the responsibility of the contractor to ensure quotes are received and acknowledged by the contract specialist on or before the closing date.
 - c. Minimum Quote Acceptance Period. By submittal of a quote, the contractor agrees to firmly hold the prices in its quote for 90 calendar days.
 - d. The Government may reject any or all responses, if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted quotes. The Government reserves the right to cancel this RFQ and make no award. By responding to this RFQ and submitting a quote in response to the RFQ, the contractor understands that the Government shall not be liable for any costs incurred by the contractor in response to this RFQ.
2. Solicitation Questions. Questions regarding this solicitation shall be submitted in writing via E-mail to Travis Tonini (contract specialist) between [April 14 – April 28, 2023](#). The Government reserves the right not to respond to questions concerning this solicitation received after [April 28, 2022 at 12:00 PM HST](#). A summary of questions received and Government responses will be provided by amendment and posted to the SAM website.
3. Quote/Content Requirements. Interested parties shall complete and submit the items identified below with their quote.
 - a. RFQ SF 1449 Solicitation/Contract/Order for Commercial Items with Blocks 12, 17a, 30a, 30b, and 30c completed and signed by an authorized representative/official of the company/firm.
 - b. RFQ "Section SF 1449 – Continuation Sheet." Submit pricing for all contract line item numbers (CLINs).

- c. Completed FAR Clause 52.212-3 Offeror Representation and Certifications – Commercial Items (if not entered into System for Award Management).
 - *Note:* Prospective offerors must have a System for Award Management (SAM) account, if they submit a quote.

- d. Completed the FAR Clauses listed below, in the solicitation.
 - FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
 - FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
 - FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)

Rent a 135 foot Articulated Boom Lift at Schofield Barracks, United States Army Garrison, ISLAND OF OAHU, HAWAII

03/14/2023

Version 1.0

Performance Work Statement (PWS)

Rent 135 foot Articulated Boom Lifts at Schofield Barracks, United States Army Garrison, ISLAND OF OAHU, HAWAII

Vision Statement

Provide services to support and improve the quality of Hawaii's Military community and enhance War Fighter readiness and well-being.

1. Scope

The Contractor shall provide all labor, management, supplies, material, equipment and transportation necessary to rent a 135 foot Articulated Boom Lifts or similar equipment with Two (2) level booms. The rental contract shall include delivery, pick up, and servicing of a properly operating articulated Boom Lift on a brand name or equal basis to the Genie ZX 135/70 Platform Height: 135 feet. Work shall be performed in accordance with the manufacturer's standards, commercial practices, and applicable Federal and State Codes.

2 General Requirements

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort.

2.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (KO) immediately.

2.2 Business Relations

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at the Directorate of Public Works (DPW) Service Contract Branch and the Contractor's corporate offices.

2.3.2 Contract Administration

The Contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The Contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration

The Contractor shall provide the following management and support as required. The Contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The Contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide necessary infrastructure to support contract tasks. The Contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.4 Subcontract Management

The Contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer Representative (COR). Cross teaming may or may not be permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

2.6 Location and Hours of Work

Accomplishment of the results contained in this PWS requires delivery and pick up of equipment at Schofield Barracks Building SB 580, Island of Oahu, Hawaii to be performed during Government's normal working hours, 7:30 a.m. – 4:00 p.m., Monday through Friday, excluding Federal Holidays. In no event shall the Contractor perform work outside the normal working hours without obtaining written approval from the Contracting Officer (KO).

3 Performance Requirements

The following section specifies the Performance Objectives and Performance Elements for the contract.

3.1 Rental of One (1) Articulated Boom Lifts

The Contractor shall provide all labor, management, supplies, material, equipment and transportation necessary to rent a 135 foot Articulated Boom Lift or similar equipment with Two (2) level booms. The rental contract shall include delivery, pick up, and servicing of a properly operating articulated Boom Lift on a brand name or equal basis to the Genie ZX 135/70 Platform Height: 135 feet. Work shall be performed in accordance with the manufacturer's standards, commercial practices, and applicable Federal and State Codes.

Performance Standards

a) STD: Properly operating articulated Boom Lifts with a Platform Height of 135 feet

AQL: Required to be accomplished 95% of the time

4 Special Requirements

4.1 Government Furnished Materials

Water and electricity required for the performance of the work covered by this contract will be furnished to the Contractor at no additional cost.

4.2 Terms of Rental

The rental contractor shall provide one (1) operating 135 foot articulated Boom Lift vehicle to the Government for a rental period from May 15, 2023 to June 15, 2023. The Government will pay the contractor in monthly installments during the term of the rental period.

4.3 Initial Delivery and Final Pick-up.

The rental period shall commence on the date of delivery of the equipment to the government's location at Schofield Barracks and Fort Shafter, Island of Oahu, Hawaii and shall terminate on the date of return delivery of the equipment to the rental contractors's unloading point.

4.4 The Government shall completely inspect the equipment

The Government shall completely inspect the equipment within one (1) day of delivery and make any claim for defects; otherwise, the equipment is acknowledged to be in good working order. The Government shall notify the rental Contractor in writing within a reasonable time after such one (1) day period. The rental Contractor shall replace any defective parts at its expense.

4.5 Maintenance and Repair

The rental Contractor shall include the performance of preventative maintenance and repair work covered by warranty in accordance with industry procedure and standard to maintain each piece of rental equipment in good operating condition. The Government will provide repair costs attributed to normal wear and tear, such as flat tires. The Government shall ensure equipment is not subjected to careless or needlessly rough usage.

5 Deliverables

5.1 Service Contract Reporting (SCR) in the System for Award Management (SAM)

Effective in FY20, the Department of Army will no longer require contractors to report into the ECMRA. Contractors will begin reporting manpower data relating to the performance for service/construction contracts into SAM, consistent with existing service/construction contract reporting requirements under FAR Subpart 4.17.

SCR is a business process that has been approved by the Army as a means for collecting information on contracts that provide services to the Department of the Army. SAM portal to SCR will allow industry to report all manpower data into a single Federal-wide portal, removing duplicative requirements, one for DoD and another for the rest of the Federal Government, which requires the same data elements to be reported for service/construction contracts performed for both DoD and Federal civilian agencies that essentially perform the same function. The outcome will be a process that is less burdensome on both industry and Government while improving data integrity and accuracy.

The reporting period for contractors in SAM generally is open from mid-October to mid-December for reporting against the prior government fiscal year. SAM will only enable reporting for entities with contracts that meet the SCR thresholds

Contractors must have an entity registered in SAM, an individual SAM user account with the Entity Administrator, Entity Registration Representative or Reporter roles for that entity and one or more contracts awarded to that entity, which meet the SCR reporting thresholds. For further information go to <http://sam.gov>

Detailed descriptions of Reporting Thresholds are available in the Service Contracting Reporting guidebook located at: <https://dodprocurementtoolbox.com/site-pages/service-contract-report-sci>

The Federal schedule for FY2020 for Contractor Service Reporting in SAM can be found in "Deploying Contractor Service Contract Reporting Memorandum" located in the procurement toolbox: <https://dodprocurementtoolbox.com/site-pages/service-contract-report-sci>

5.2 Performance Requirement Summary (PRS)

Statements	Standards/AQLs	Incentive/Remedy
3.1 Rental of a 135 foot Articulated Boom Lifts	STD: a) STD: Properly operating articulated Boom Lifts with a Platform Height of 135 feet AQL: Required to be accomplished 95% of the time	Trends of less than acceptable performance could result in reduction in pay and/or the replacement of equipment and parts at no additional cost to the government.

6.0 OTHER INFORMATION**6.1 GENERAL ENVIRONMENTAL STANDARDS**

(a) While performing work on any US Army Garrison, Hawaii (USAG-HI) installations, the contractor will comply with Executive Orders 13423 “Strengthening Federal Environmental, Energy, and Transportation Management” signed by the President on 24 Jan 2007 and 13514, “Federal Leadership in Environmental, Energy, and Economic Performance” signed by the President on 8 Oct 2009 requiring the acquisition of environmentally preferable goods and services, use of sustainable environmental practices, purchase of bio based, energy efficient and recycled content products. More specifically, the Contractor will strive to improve upon their sustainability performance by taking actions to:

- (1) Reduce energy consumption
- (2) Reduce greenhouse gas emissions
- (3) Conserve and protect water resources
- (4) Eliminate waste, recycle, and prevent pollution
- (5) Adopt sustainable technologies
- (6) Procure environmentally preferable materials, products and services
- (7) Maintain sustainable buildings
- (8) Strengthen livability of the local community
- (9) Inform and involve personnel in the achievement of these goals.

(b) The contractor will comply with the Government directives, permit conditions, installation policies and plans as administered by the Government. The Contractor will be held liable to pay for any environmental fines resulting from his operations, waste generated or other operational environmental requirements. As applicable, the Contractor will obtain environmental permits required for wastewater pretreatment, underground tanks, hazardous waste identification numbers, and air pollution permit for temporary sources, storm water permits or other pertinent environmental permits.

(c) The contractor will review and comply with applicable policies, program documents and regulatory requirements as stipulated under each environmental program media below.

(1) Environmental program documents include, but are not limited to; the Installation Hazardous Waste Management Plan – USAG-HI Regulation 200-4, Asbestos Management Plan, Lead-based Paint Management Plan, Installation Spill Prevention, Control, and Countermeasures (SPCC) Plan, Integrated Natural Resources Management Plan, Integrated Cultural Resources Management Plan, Pollution Prevention Plan, and the Storm Water Pollution Prevention Plan available at the DPW Environmental Division. Environmental program documents can be

downloaded from the installation sustainability and environmental management website at:

<http://www.garrison.hawaii.army.mil/sustainability/Environmental.aspx>.

(2) Installation policies include, but are not limited to; the Environmental Compliance and Protection Program Policy Memorandum USAG-HI-4; Environmental Policy Memorandum USAG-HI-10; Authorized Use List Policy Memorandum USAG-HI-19, Waste Reduction and Recycling Policy Memorandum USAG-HI-25; Open Burn Policy Memorandum USAG-HI-51; Generator Control Policy Memorandum USAG-HI-55; [Illicit Discharge Detection and Elimination](#) Policy Memorandum USAG-HI-59; and the Joint USARPAC and IMCOM-Pacific Energy Conservation Policy Guidance. Installation Policy Memorandums are available for download at:

<http://www.garrison.hawaii.army.mil/command/documents.htm>

(3) The contractor is also encouraged to view the online A to Z sustainability and environmental management guide for instructions on managing common environmental issues. The A to Z sustainability and environmental management guide is available at: <http://www.garrison.hawaii.army.mil/sustainability/AtoZ.aspx>.

(d) The Contractor shall at all times keep the work area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the Government. Upon completion of the work, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer. If debris is not disposed of properly or the site is not left clean, the Government will clean the site at the expense of the contractor. The Contractor will also be held liable for damages done to the environment as a result of disposal and/or cleanup.

(e) The Contractor may be subject to unannounced Environmental Compliance Inspections by the DPW Environmental Division.

(f) Environmental and Safety Noncompliance Fees. The Contractor shall be solely responsible for remedying all Federal, State and local environmental and safety violations or noncompliance and any payment of fines, penalties and fees levied as a result of the violations or noncompliance. The Government reserves the right to withhold payment in the amount of the fines, penalties and fees levied if not paid by the contractor.

6.2 EMERGENCY PLANNING COMMUNITY RIGHT TO KNOW ACT (EPCRA) HAZARDOUS SUBSTANCES (HS)

(a) Contractors using EPCRA HS in the performance of any work while on USAG-HI installations are responsible for complying with the provisions of EPCRA regulations and submitting applicable reports (TIER II/TRI) to Federal and State regulatory agencies as applicable.

(b) Copies of reports for substances used in connection with work performed on USAG-HI installations shall be provided to the DPW Environmental Division, Attention: EPCRA Program Manager, STOP 253, 3rd Floor, 948 Santos Dumont Ave., Wheeler Army Airfield, phone 656-2878.

(c) Chemicals regulated under EPCRA HS are defined in EPA document EPA 550-B-98-017, Title III List of List, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right to Know Act and Section 112(r) of the Clean Air Act Amended.

(d) The Contractor is responsible for knowing which chemicals it uses or transports that are contained on the list. For convenience, the Contractor may review a copy of the EPA document at the Directorate of Public Works (DPW) Environmental Division. The document can also be downloaded from the U.S. Environmental Protection Agency (EPA) at: <http://www.epa.gov/oppt/pubs/genpub.htm>.

(e) The Contractor must maintain copies of Material Safety Data Sheets (MSDS's) of all chemicals used in the performance of any work while on USAG-HI installations. MSDSs must be readily available at the site location where the work is being performed.

(f) The Contractor can request the list and locations of EPCRA HS currently utilized on USAG-HI installations by contacting the DPW Environmental Division EPCRA Program Manager. The Contractor must provide name, company, contract number, date the contract was awarded and provide a description of the contract. A database of locations of chemicals will then be forwarded upon review and approval of request. Contractors working on USAG-HI installations are encouraged to review this database, which will provide information where potentially hazardous chemicals are stored.

(g) All spills of substances containing EPCRA HS will be immediately reported to the Directorate of Public Works Spill Response line at 656-1111 and the USAG-HI, Public Affairs Office at 656-3160 or 542-9489 (after hours). The Contracting Officer must be notified during the first business hour immediately after. All waste generated from EPCRA HS being utilized will be immediately reported to the DPW Environmental Office, phone: 656-2878.

(h) All Contractors utilizing substances containing EPCRA HS will perform the following prior to contract start.

(1) Review the Installation Spill Prevention, Control, and Countermeasures (SPCC) Plan and the Installation Hazardous Waste Management Plan – USAG-HI Regulation 200-4 available at the DPW Environmental Division or from the from the installation sustainability and environmental management website at: <http://www.garrison.hawaii.army.mil/sustainability/Environmental.aspx>. Upon review, the contractor or designated responsible employee shall sign a certification statement that they have reviewed and understand the contents of these documents.

(2) Provide a listing and MSDS copies of oil and Hazardous Substance (HS) products projected to be utilized in the performance of any work while on USAG-HI installations to the DPW Environmental Division. The estimated average and maximum quantities of each material anticipated to be on-site at any given time shall also be provided to the DPW Environmental Division EPCRA Program Manager, STOP 253, 3rd Floor, 948 Santos Dumont Ave., Wheeler Army Airfield, phone 656-2878 and to building 6040 East Range for material to be bar-coded. The contractor must ensure the product listing is current and updated as frequently as necessary and/or at a minimum, on an annual basis by 1 January of each year.

(3) Provide the name, office phone number, and cellular phone number of a company spill response point of contact. The point of contact must be trained in spill response.

(4) Provide a copy of an agreement with a hazardous materials spill response company in the event of a spill.

(5) Provide copies of employees training certificates on environmental and spill response training.

(6) Appoint a primary and alternate Environmental Compliance Officer in writing.

(7) Develop a notification procedure in the event of a spill to include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense.

(8) Accomplish all spill notifications as required by the U.S. Environmental Protection Agency and State of Hawaii to the Hazard Evaluation Emergency Response Office, Local Emergency Response Commission and National Response Center. Copies of written spill notifications shall be provided to the DPW Environmental Division.

(9) All spills caused by the contractor will be cleaned up under supervision of the contractor and a qualified hazardous materials spill response company, at no cost to the government, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Division.

(10) The contractor shall pay for disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. Ensure all disposals are in accordance with all applicable laws and regulations at authorized disposal facilities.

6.3 SPILLS OF PETROLEUM/OIL/LUBRICANTS OR HAZARDOUS MATERIALS/HAZARDOUS WASTE

(a) The Contractor will prepare and maintain a site-specific spill plan, including notification procedures for spills/releases. The spill plan will include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense. The Contractor will provide a copy of the spill plan to DPW Environmental Division upon request.

- (b) The Contractor shall provide immediate response to stop, contain, and clean-up all spills of oil and other hazardous substances that result from his performance under this contract.
- (c) The Contractor must report all spills immediately to the DPW Spill Response line at (808) 656-1111 in accordance with the Installation SPCC Plan. Additionally, the Contractor shall notify the COR of the incident during normal business hour or the first business hour following the incident.
- (d) The Contractor will accomplish all spill notifications and written spill reports as required by the U.S. Environmental Protection Agency, State of Hawaii Hazardous Evaluation Response Office, Local Emergency Planning Commission and National Response Center, in accordance with applicable laws and regulations.
- (e) The Contractor will provide a copy of spill notifications and written reports to the DPW Environmental Division.
- (f) All spills caused by the Contractor will be cleaned up under the supervision of the Contractor and/or a qualified hazardous waste/materials spill response company, at no cost to the USAG-HI, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Division. If cleanup is not accomplished in a timely fashion, or to the satisfaction of the DPW Environmental Division, the Government will assist with the final cleanup, and the Contractor will provide appropriate reimbursement of cleanup costs.
- (g) The Contractor will pay for all clean up, management, and disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. The Contractor will ensure waste disposal is accomplished in accordance with all applicable laws and regulations and at an authorized/permitted treatment and disposal facilities.
- (h) The Contractor will pay any fines or penalty charges associated with a citation issued by federal, state or local officials as a result of the accident.
- (i) Contractors handling bulk fuel must be trained to do so, and mobile fuel operations must be approved by the DPW Environmental Division.
- (j) Off-Post Spills. The Contractor shall be responsible for and pay for cleanup of off-post spills in accordance with directions received from appropriate local authorities (e.g., Honolulu Fire Department, State Civil Defense, etc.). Off-post spills in connection with work performed under this contract shall also be reported to the DPW Spill Response line at (808) 656-1111 and the COR.
- (k) Discovery of other than Contractor-caused spills. The Contractor shall report any spills of hazardous materials to the DPW Spill Response line at (808) 656-1111 and the COR upon discovery.

6.4 HAZARDOUS WASTE (HW) and NON-REGULATED WASTE (NRW).

- (a) The Contractor will comply with the Environmental Compliance and Protection Program Policy Memorandum USAG-HI-4.
- (b) The Contractor will determine, based on generation of hazardous waste(s) resulting from their operation/activities their respective hazardous waste generator status. The Contractor is responsible to manage HW and NRW generated on-site from inception to disposal in accordance with all applicable, federal, state, and local regulations. All costs associated with disposal are borne by the Contractor.

6.5 RECYCLING PROGRAM

- (a) The Contractor will comply with USAG-HI Policy Memorandum 25, Waste Reduction and Recycling, requiring diversion of solid waste to the fullest possible. More information can be found on the installation sustainability and environmental management website at: <http://www.garrison.hawaii.army.mil/sustainability/Recycling.aspx>
- (b) Identify a recycling POC to DPW Environmental Division to include name, phone number and email address.
- (c) Report quantities of refuse disposed and recycled to DPW Environmental Division as part of the work performed under this contract as applicable.

6.6 NATURAL AND CULTURAL RESOURCES PROGRAM

- (a) The Contractor will comply with USAG-HI Range Standard Operating Procedures (SOPs). All personnel who use the ranges must complete a mandatory pre-brief covering issues associated with Natural and Cultural Resources.
- (b) The Contractor must be cognizant of the potential environmental impact and liability their actions could have, if specified procedures are not followed on Army lands. The Contractor must be aware that USAG-HI manages more than 100 threatened and endangered species including plants, snails, birds, bats, insects and their critical habitat and over 1,300 prehistoric archaeological sites, including temple structures, stone markers, fishing shrines, habitation sites, caves, rock shelters, mounds, burial platforms, earth ovens, stone walls and enclosures, agricultural terraces, irrigation canals, petroglyphs and trails.
- (c) The Contractor shall take every precaution to prevent starting wildfires at training areas and must put them out if they do occur. The Contractor must report all wildfires to range control immediately at 808-655-1434.
- (d) The Contractor must be familiar with the policy and restrictions regarding the types of ammunition that can be used under the different Burn Indices (BI) and on the different ranges.
- (e) The Contractor must comply with the non-smoking policy at training areas and only allow smoking in designated areas.
- (f) The Contractor must comply with the range best management practices to prevent the spread of invasive plant species from one training area to another by always washing vehicles, gears and equipment before starting new training activities.
- (g) The Contractor will stay out of areas marked with Seibert Stakes. Seibert stakes are placed along roads and within vegetated areas to advise personnel of unsafe or hazardous range or training conditions and/or environmentally sensitive off-limit areas.
- (h) The Contractor will refer to the installation sustainability and environmental management website at: <http://www.garrison.hawaii.army.mil/sustainability/NaturalResources.aspx> and <http://www.garrison.hawaii.army.mil/sustainability/CulturalResources.aspx> for additional information.

6.7 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

As applicable, and upon request by the Government, the Contractor will comply with the NEPA process, notify the DPW Environmental Division and complete a Record of Environmental Consideration (REC) for actions such as, but not limited to:

- (1) Actions that could impact historic structures, cultural and natural resources
- (2) Minor renovation or new construction
- (3) Actions that introduce new training vehicles, maneuvers, and weapons

(4) Replacing or removing floor tiles, ceiling tiles, sound proofing material, lighting fixtures, carpet, serving line equipment, natural gas unit

(5) Installing interior doors, windows, partitions, security cameras, rerouting ductwork

6.8 SUSTAINABLE ENVIRONMENTAL MANAGEMENT (SEM) SYSTEM

(a) The Contractor will be familiar with and comply with the installation's Environmental Policy Memorandum USAG-HI-10 and all 18 components of the installation SEM system manual in conformance with the ISO 14001 standard. The SEM system manual is available for download at:

<http://www.garrison.hawaii.army.mil/sustainability/SEM.aspx>

(b) In accordance with OPORD IMPC-HI-ZA 02-09, the Contractor will train all personnel in SEM awareness provided by DPW Environmental Division upon contract award. Refer to the installation Sustainable and Environmental Management website at <http://www.garrison.hawaii.army.mil/sustainability/Training.aspx> for information about the online training logging and access procedure.

(c) The Contractor will support, as applicable, USAG-HI in achieving the reduction and environmental improvement goals identified in the installation Strategic and Sustainability Plan, as well as Executive Order 13514. The Contractor will strive to accomplish these goals by implementing and promoting green practices to help reduce their environmental footprint, fostering an ethic that takes the Army beyond environmental compliance to sustainability.

(d) Appoint a SEM point of contact to DPW Environmental Division to include Name, phone number and email address upon request by the Government.

6.9 ENERGY AND WATER CONSERVATION

(a) Upon request by the Government, the Contractor will appoint a Unit Energy Conservation Officer (UECO) and Building Energy Monitor (BEM) and fully participate in the Garrison's energy and water conservation program.

(b) Appointed [BEM and UECO must attend the training](#) class provided by the DPW Engineering Branch.

(c) The appointed UECOs and BEMs are responsible for ensuring energy-saving measures are being enforced in each building and to provide regular reports to DPW Engineering Branch showing how well the contractor is doing at conserving energy.

(d) More information can be found on the installation sustainability and environmental management website at: <http://www.garrison.hawaii.army.mil/sustainability/Energy.aspx>

6.10 PRECAUTIONS FOR THE PROTECTION OF EXISTING UTILITIES (INCLUDES COMMUNICATIONS) AND FACILITIES.

(a) Contractors are required to ensure necessary precautions and obtain required permits to protect government utilities and facilities. Contracts involving dredging, excavating, blasting and grading operations, demolition of structure and the moving of heavy and/or bulky equipment shall be subject to the following procedures and conditions:

(1) The Contractor shall obtain a written concurrence of the existing conditions and locations of utilities for his operations from the COR prior to beginning work and request the best information available on the location of Engineer facilities. Contractor shall verify locations of all utilities identified by the Government which affect his work.

(2) The Contractor shall be required to obtain a written clearance for his operations prior to beginning work and shall have locations of signal underground facilities staked out in the field from the 30th Signal Battalion/Network Enterprise Center-Hawaii (NEC-HI), EMC, IMG (Army Telephone, Data/LAN): Bldg. 600, Room 157, 148 Curtis Loop,

Wheeler Army Air Field. Mr. Eugene Brown, (Primary AO) (808) 656-6656; Marion F. Robinson, Jr., (808) 656-1765 (Alt AO). Business Hours: Mon - Fri. 0830-1700.

(3) If any cable/conduit is uncovered or damaged during excavation process, immediately contact:

(i) the JHITS trouble desk, (808) 659-1444

(ii) the NEC-HI RNOSC, (808) 655-2999, with detailed information on situation, and

(iii) the NEC-HI POCs (above) with reported dates, times and details.

(4) The Contractor shall also obtain a written clearance for gas line for this operations from The Gas Company (Tel: 594-5575) prior to beginning work and shall have locations for underground facilities staked out in the field by Gas Company personnel.

(5) Additional Digging Information: At least five days prior to digging please call the number below. Government Agency and Contact Person: Hawaii One Call Center Phone Number: 1- 866-423-7287.

(b) The Contractor shall be liable for damages resulting from his failure to comply with (1), (2), (3) or (4) above.

6.11 AMC-LEVEL PROTEST PROGRAM

(a) If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC.

(b) The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO.

(c) The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000

Fax: (256)450-8840

(d) The AMC-level protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>. If Internet access is not available, contact the Contracting Officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

ACCESS TO ARMY INSTALLATIONS – PERSONNEL AND VEHICLES.

The Government recognizes the important roles companies like you play in our day-to-day operations. That is why USAG-Hawaii is enhancing the current access control solution called the Automated Installation Entry (AIE) Program. This program supports the security requirements while offering a streamlined access procedure for vendors, contractors, sub-contractors, suppliers and service providers. This program is available to new and existing personnel who require access to USAG-Hawaii and are not authorized to receive a Department of Defense CAC and desire a streamlined entry into the installation. Sponsorship and participation at each USAG-Hawaii location (e.g., Schofield Barracks, Wheeler Army Airfield, Fort Shafter, Tripler Army Medical Center, Piliiaau Army Recreation Center and Pohakuloa Training Area) is required.

AIE Credential holders may access the installation through any of the USAG-Hawaii Gates that size allows and will only be subject to random inspections.

Companies that choose not to participate in the AIE Program will have limited access through the Schofield Barracks Lyman gate, Fort Shafter's Buckner Gate and Tripler Army Medical Center Main Gate. All employees will be required to go through the inspection area and will be subject to the standard access control procedures, security screenings, and/or vehicle inspections.

Key Dates*

Effective 26 December 2021, RAPIDGate badges will no longer be authorized for long term access.

Effective 26 December 2021, the only long-term contractor credential available for access is the AIE Credential. The only other valid pass available for access is a seven (7) day pass.

**Access control changes can occur at any time due to security requirements*

Companies that service USAG-Hawaii facilities may initiate enrollment in the AIE Program by contacting the Contracting Officer's Representative (COR).

If you have questions regarding the AIE Program at USAG-Hawaii, please contact Security Branch Operations, at 808-656-0232.

- AIE Program Enrollment Process for Background Check and Process to obtain AIE Badge

Enroll your company by contacting the COR who will be the Sponsor. The COR will provide the excel spreadsheet for the list of contractor employee information. The following information is required from the contractor: last name, first name, date of birth, status, social security number, company name, and contract number. The COR will complete the Sponsor information and provide the list to the Directorate of Emergency Services (DES) Access Control Division. The DES will conduct the background check to vet personnel prior to arrival to pick up their AIE Badge, and will ensure a more efficient process while saving time.

The AIE Program performs background screening and credentialing.

DES will contact the COR (Sponsor) once the background checks have been validated to schedule a time for the contractor employees to go to one of the registration locations and complete the process to obtain the AIE Badge.

Contractor employees should bring an acceptable form of identification (see List A and List B) to the appointment. Upon arrival, a photo will be taken to complete the process. Employees will be issued their AIE Badge, which they will use for access to the installation.

Forms of Acceptable Identification for picking up your credential:

List A - One (1) needed
U.S. Passport (unexpired)
Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I688A, I-688B)

List B – Two (2) needed
Driver’s license or ID card issued by a state
ID Card issued by federal, state or local government agencies or entities
School ID card with a photograph
Voter’s registration card
U.S. Military card or draft record
Military Dependent’s ID card
U.S. Coast Guard Merchant Mariner Card
Native American tribal document
Driver’s license issued by a Canadian government authority
U.S. Social Security card issued by the Social Security Administration
Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
U.S. Citizen ID Card (Form I-197)
ID Card for use of Resident Citizen in the United States (Form I-179)
Unexpired employment authorization document issued by DHS (other than those listed under List A)

6.13 ANTITERRORISM (AT) STANDARDS

Pursuant to Department of Defense Instruction Number 2000, “DoD Antiterrorism (AT) Standards,” dated October 2, 2006, each contractor employee requiring access to a Federally-controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion.

Standard Contract Language Provision/Contract Clause Applicability and/or additional SOW language. Detailed information on each of these items are stated below. Applicable items to this contract action are indicated below.

1. AT level I Training (general)
2. Access and general protection policy and procedures.
- 2a. For contractor requiring Common Access Card (CAC)
- 2b. For contractor not eligible for CAC, but requires access to DoD facility or installation
3. AT Awareness training for US Based contractor personnel traveling overseas.
4. iWatch training
5. Army Training Certificate Tracking System (ACTS) registration for contractors.
6. For contracts that require a formal OPSEC program
7. Requirement for OPSEC training
8. Information assurance/information technology training
9. Information assurance/information technology certification
10. Contract authorized to accompany the force clause
11. Contract requiring performance or delivery in a foreign country.
12. Handling/Access to classified information.
13. Threat Awareness Reporting Program

1. AT Level I training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness

training within 7 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable.

The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within five calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.iten.mil>

2. Access and general protection/security policy and procedures. *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.* Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contract or Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

2a. For Contractors requiring CAC access to a DoD facility or installation.

2b. For Contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations .

3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based Contractor employees and associated sub-contractor employees to make available and to receive Government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

4. iWATCH Training. *This standard language is for Contractor employees with an area of performance within an Army controlled installation, facility or area.* The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. SEE 52.242-5002 iWATCH Training.

5. Army Training Certification Tracking System (ATCTS) registration for Contractor employees who require access to Government information systems. All Contractor employees with access to a Government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

6. For Contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the Contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

7. For contracts that require OPSEC Training. Per AR 530-1 Operations Security, the Contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

8. For Information Assurance (IA)/Information Technology (IT) training. All Contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All Contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.

9. For information assurance (IA)/information technology (IT) certification. Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

11. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

12. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished contractor.

13. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

6.14 IWatch Training

(a) IWATCH within the Army is a nation-wide modern version of a neighborhood watch program focused on the threat of terrorist activity. It is an antiterrorism awareness program that the contractor's workforce, while on Army installations, must all be familiar with to promote and enhance reporting suspicious activity or behavior. The program has two elements: "passive" and "active." The passive element is an individual's situational awareness of his or her surroundings. The active element of IWatch involves individuals taking action to report suspicious behavior or activities to law enforcement for more investigation.

(b) Contractor personnel, to include subcontractors, performing on or within an Army controlled facility, area or on an Army installation are required to brief and train their personnel on the IWatch program for that area, facility or installation. Training standards will be provided by the COR within 5 calendar days of contract award. Contractor personnel are to train all personnel within 30 days of award or within 30 days of a hiring action. Contractors are to report training to the COR within 45 days of contract award or a hiring action.

6.15 SAFETY REQUIREMENTS

(a) The Contractor shall implement a safety program conforming to the requirements of Federal, State and Local laws, rules and regulations. The program shall include, but is not limited to, the following, as applicable:

- (1) U.S. Department of Labor Occupational Safety and Health Standards, at: http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_part_number=1910
- (2) U.S. Army Corps of Engineers, Safety and Health Requirements Manual Engineering Manual 385-1-1, 15 SEP 08, "at http://www.mvs.usace.army.mil/safety/2008_EM385_1_1FINAL.pdf
- (3) Unified Facilities Criteria, Fire Protection Engineering for Facilities, UC 3-600-01, 14 Jul 09, at http://www.wbdg.org/ccb/DOD/UFC/ufc_3_600_01.pdf
- (4) Air Force Instruction 32-2001, Fire Emergency Services Program, 10 Nov 10, at <http://www.e-publishing.af.mil/shared/media/epubs/AFI32-2001.pdf>.

(b) The Contractor must submit a safety plan and job hazard analysis in accordance with EM 385-1-1, 15 SEPT 08, for all construction projects. The safety plan shall be submitted within 30 days of award or 7 working days prior to commencement of on-site work, whichever occurs first.

(c) For service, supply, and research and development contracting actions. Compliance with this manual shall be a contract requirement for such activities unless technical representatives (in coordination with safety and health professionals) advise that special precautions are not appropriate due to extremely limited scope of services or similar. However, it is understood that this manual in its entirety may be too complex for the type of work being performed under these contracts. These Contractors may reference Appendix A, paragraph 11 of Health Requirements Manual Engineering Manual 385-1-1, 15 SEP 08, "at http://www.mvs.usace.army.mil/safety/2008_EM385_1_1FINAL.pdf for limited scope Accident Prevention Plan (APP).

6.16 ACCIDENT PREVENTION AND SAFETY REQUIREMENTS

(a) The Contractor is responsible for implementing standard commercial practices for accident prevention and safety practices and compliance with para.b of this clause when performing the requirements stipulated in the performance work statement of this contract. Therefore, upon commencement of work, the Contractor shall initiate an accident prevention and safety program applicable to the work to be performed under this contract. Further, the Contractor shall conduct a safety orientation for all employees immediately following their employment under this contract. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's Project Manager of potential or existing occupational health hazards that require attention.

(b) The Contractor shall comply with the requirements of the Department of Labor Occupational Safety and Health Act (OSHA) and the Hawaii Occupational Safety and Health Law as administered by the Division of Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii.

(c) Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be affected as soon as possible and as determined by attending medical authorities. Contractor employees and not the Government will bear all medical expenses.

(d) The Federal OSHA (Public Law 91-596) requires the reporting of all occupational injuries and illnesses. This OSHA requirement applies to all Contractors as well as subcontractor personnel.

(1) When required, the Government will prepare for the Contractor DD Form 689, Individual Sick Slip (in trip) for presentation to the medical treatment facility.

(2) DA Form 285, "United States Army Accident Investigation Report" be furnished by the Government, will be utilized by the Contractor to report all occupational injuries and illnesses whether there is lost time or no lost time, in accordance with Army Regulations 385-40.

(3) The Contracting Officer's Representative of the Contracting Officer or his authorized representative will investigate the accident and complete DA Form 285 within seven (7) calendar days, and forward the original and two (2) copies of the form through the Contracting Office to the Installation Safety Officer.

SALIENT CHARACTERISTICS

- 1) Rent Articulated Boom Lift or similar equipment with (2) level booms.
- 2) Shall include delivery, pick up, and servicing of a properly operating articulated Boom Lift on a brand name or equal basis to Genie ZX 135/70 Platform Height: 135 ft.
- 3) The lifts shall be delivered on the contract awarded date on May 15, 2023 and picked up on June 15, 2023.
- 4) Contractor shall include the performance of preventative maintenance and repair work on lifts.
- 5) Delivery/Pick up Locations:
 - a. Schofield Barracks, Hawaii- Building SB 580/ Pick up same location.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Rent 135 foot articulating boom lift FFP Rent 135 Foot Articulating Boom Lift Task Order POP: 05/15/23 - 06/15/23	1	Job		
	See attached Salient Characteristics for further details. Delivery to Schofield Barracks Building 580. FOB: Destination PURCHASE REQUEST NUMBER: 0011937152 PSC CD: 3930				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
------	------------	------------	-----------	-----------

0001	Destination	Government	Destination	Government
------	-------------	------------	-------------	------------

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 15-MAY-2023 TO 15-JUN-2023	N/A	US ARMY GARRISON HI DIR OF PUB WKS DPW JONATHAN LOSPOC BLDG 104 947 WRIGHT AVE WAAF SERVICE CO SCHOFIELD BARRACKS HI 96857-5013 808-655-51411 FOB: Destination	WX3JN3

CLAUSES INCORPORATED BY REFERENCE

52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.208-4	Vehicle Lease Payments	APR 1984
52.208-5	Condition of Leased Vehicles	APR 1984
52.208-6	Marking of Leased Vehicles	APR 1984
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

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)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered 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) For the purpose of public safety, security of Government facilities, physical security surveillance of critical

infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered 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, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); 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 10 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 covered 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) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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:

Price Only if meeting all salient characteristics.

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

"Sensitive technology"--

(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.

(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.

(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 (MAR 2023)

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 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.)

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

___ (5) [Reserved]

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

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

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

- ___ (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]
- ___ (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.
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ___ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

- ___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ___ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ___ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ___ (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.
- ___ (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).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (OCT 2015) of 52.223-13.
- ___ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-14.

- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ___ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (OCT 2022) of 52.225-1.
- ___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (DEC 2022) of 52.225-3.
- ___ (iv) Alternate III (JAN 2021) of 52.225-3.
- ___ (v) Alternate IV (OCT 2022) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xiii) 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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 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)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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 2in1

(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 financing, submit a commercial financing request.

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

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

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

Routing Data Table*

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

(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.

Title	Name	Email
Contracting Officer	Irvin Bonus	irvin.g.bonus.civ@army.mil
Contract Specialist	Travis Tonini	travis.c.tonini.civ@army.mil
Contracting Officer Representative	Jonathan Lospoc	travis.c.tonini.civ@army.mil

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

(End of clause)

