

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>			1. REQUISITION NUMBER		PAGE 1 OF 101	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17(a-b), 23, 24, &amp; 30(a-c)</i>						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>70Z08423RKODI0001</b>
7. FOR SOLICITATION INFORMATION CALL: →		a. NAME <b>Erica B. Miller</b>			b. TELEPHONE NUMBER (No collect calls) <b>(510) 437-3009</b>	
					8. OFFER DUE DATE/ LOCAL TIME <b>4/03/2023 01:00pm PST</b>	
9. ISSUED BY  <b>U.S. Department of Homeland Security USCG DOL-9 Alameda Coast Guard Island, Bldg. 54-C Alameda, CA 94501-5100 Attn: DOL-9</b>				CODE 84		
				10. THIS ACQUISITION IS <input type="checkbox"/> RESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <b>100 % FOR:</b> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input checked="" type="checkbox"/> 8(A)  NAICS: 561210  SIZE STANDARD: \$41.5 Million		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <input type="checkbox"/> Net 30 <input type="checkbox"/> Other: _____		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) N/A		13b. RATING N/A
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP X		
15. DELIVER TO  <b>US Coast Guard Base Kodiak, Alaska</b>				CODE 84		
				16. ADMINISTERED BY  <b>Same as Block 9</b>		
17a. CONTRACTOR/ OFFEROR (NAME / ADDRESS)  <b>DUNS:</b>				18a. PAYMENT WILL BE MADE BY  <b>CO, (1224) USCG Finance Center 1430 Kristina Way Chesapeake, VA 23326-1224</b>		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM: SEE CONTINUATION PAGES FOR MORE PAYMENT DETAILS.		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE
	The USCG has a requirement for Base Operation Support Services (BOSS) at Base Kodiak, Alaska in accordance with the attached Performance Work Statement (PWS), its attachments, and this solicitation package. This is an Indefinite-Delivery, Indefinite-Quantity contract. The minimum guarantee will be obligated on the contract when awarded. All other work under this contract will be issued against the contract via task orders.  <b>See continuation pages for more details.</b>					
25. ACCOUNTING AND APPROPRIATION DATA (FOR GOVT USE ONLY) WILL BE FUNDED IAW FAR 52.232-18 – AVAILABILITY OF FUNDS					26. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1 AND 52.212-4. FAR 52.212-3 AND 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 <b>ONE (1)</b> 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: REFERENCE _____ 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

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## **SECTION I – CONTINUATION PAGES FOR SF 1449**

### **Continuation of SF-1449 Block 15: Deliver To**

**Deliver To:** U.S. Coast Guard Base Kodiak, Alaska. See Section 2 of the Performance Work Statement (PWS) for more details.

**Place of Acceptance on behalf of the Government:** U.S. Coast Guard Base Kodiak, Alaska.

### **Continuation of SF-1449 Block 16: Administered By (Contract Management)**

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The individuals listed below will be the Government points of contact during the performance period.

**Contract Administration:** The USCG Director of Operational Logistics (DOL), Office of Procurement and Contracting (DOL-9) will perform all contract administration. Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer (KO) or the Contract Specialist (KS). **Changes in, or deviations from, the PWS or terms and conditions of the contract shall not be effected without written modification to the contract as executed by a DOL-9 KO.**

**The Contracting Officer's Representative (COR)** is a Government employee designated in writing by the KO to act as a technical advisor for the KO for services/items within the scope of the contract. The COR performs functions such as review and/or inspection and acceptance of supplies and services and of a technical nature. A designation letter will set forth the name of the COR/CORs and the authorities and limitations of the COR(s) under the contract. **This person does not have a warrant that provides the authority to contractually commit the Government or to modify any terms and conditions of a contract.**

### **Continuation of SF-1449 Blocks 18a and 18b: Invoice Procedures**

You will submit proper invoices associated with this award through the Invoice Processing Platform (IPP) at <https://www.ipp.gov/>. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

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**Actions to take:**

If you are already enrolled in IPP:

If your company is already registered to use IPP, you will not be required to re-register and you do not need to contact IPP.

If you are **NOT** already enrolled in IPP:

The point of contact you provided in your SAM.gov registration will receive two emails from [ipp.noreply@mail.eroctwai.gov](mailto:ipp.noreply@mail.eroctwai.gov). Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.
2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.

Once your contact receives these emails, please ensure they log into IPP and complete the registration process.

Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first time login tutorial, are available on the <https://www.ipp.gov/> website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131
- Email address: [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov)
- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

A copy of the Invoice and Supporting documentation shall also be e-mailed to the assigned KS and COR prior to or immediately after submitting your invoice to IPP as described above. Failure to do this may result in the delay of payment. POCs will be given at time of award.

**Continuation of SF-1449 Blocks 19-24: Schedule of Supplies/Services**

This is a single award Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract. Services to be furnished under this contract shall be ordered by the issuance of task orders by the KO. The

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minimum guarantee amount, however, will be obligated at time of award (see further explanation under Block 26 below).

All Contract Line Item Numbers (CLINs) on the Schedule of Prices (to include Standing work, IDIQ, or Level III work, etc.), if ordered, will be funded on Task Orders issued against the contract. Standing Work items are the recurring services that are expected to be ordered annually (under one task order) and funded in accordance with the Availability of Funds clause. IDIQ work is that which is required and expected but the exact timing and quantity is unknown. The estimated quantities for these items are the best estimate of expected actual need. These CLINs will be ordered as the need arises. Task Orders may contain Standing Work and/or IDIQ CLINs.

Please see the Excel form, Attachment 1 - CLIN Schedule of Prices, for offerors to fill in. Offerors shall use this Excel form only; no substitute forms are allowed. In addition, the offerors shall not extend their cost more than two decimal points out; costs shall not be less than one one-hundred of a cent. As such, please round your cost up/down to nearest tenth of a cent. For example, if you want to propose \$2.013 for CLIN, please round to \$2.01. Please note that there are two (2) tabs within Attachment 1 - CLIN Schedule of Prices to fill out.

NOTE: The contractor shall price the services all-inclusive in accordance with the schedule, taking into consideration any cost of living increases and inflation for each additional year. The contractor shall not escalate labor rates that are covered under wage determinations (exempt wages excluded) since, at each ordering period, any updated wage determinations/amendments to collective bargaining agreement will be incorporated at which time the contractor may request a wage adjustment in accordance with the Service Contract Labor Standards and/or Construction Wage Requirements provisions of this contract.

**IDIQ Estimated Quantities:** The quantities specified in the “Schedule of Prices” are estimates only and may be purchased by this contract. The quantities needed may vary depending on the needs of the U.S. Coast Guard.

**Contract Period of Performance:**

Ordering Period	Duration of Months	Date
Transition Period	3	TBD
Base Ordering Period	10	TBD
Ordering Period One	12	TBD
Ordering Period Two	12	TBD
Ordering Period Three	12	TBD

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### **Continuation of SF-1449 Block 26: Total Award Amount**

#### **Total Minimum Guarantee and Maximum Contract Amount:**

The guaranteed minimum under this contract is \$50,000.00 and will be applied toward CLIN x00030D for the Transition Period.

The maximum or Not-To-Exceed (NTE) value is the total of all the Contract Line Item Numbers (CLINs). The maximum for any ordering period may be exceeded as long as the total contract maximum is not exceeded except as may be provided for by formal modification to the contract.

Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular CLIN during an ordering period, but will not exceed the maximum contract value for that ordering period. In this case, the Contractor may agree by signing the task order or starting performance.

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## **SECTION II – CONTRACT CLAUSES, TERMS, AND CONDITIONS**

### **FAR 52.212-4 - Contract Terms and Conditions -- Commercial Products and Commercial Services (Nov 2021)**

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

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ( [31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract .

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim , appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract , pending final resolution of any dispute arising under the contract .

(e) *Definitions .* The clause at FAR [52.202-1](#), Definitions , is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such

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occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice .

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice , if authorized) to the address designated in the contract to receive invoices.

An invoice must include-

(i) Name and address of the Contractor ;  
(ii) Invoice date and number;  
(iii) Contract number, line item number and, if applicable, the order number;  
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment , including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;  
(vii) Name and address of official to whom payment is to be sent;  
(viii) Name, title, and phone number of person to notify in event of defective invoice ; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract .

(x) Electronic funds transfer (EFT) banking information .

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract .

(B) If EFT banking information is not required to be on the invoice , in order for the invoice to be a proper invoice , the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ( [31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract , provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

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



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(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ( [31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice . For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made .

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

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item , if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer .

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract .

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

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(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract .

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor ;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor .

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract .

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin ; or

(2) Delivery of the supplies to the Government at the destination specified in the contract , if transportation is f.o.b. destination .

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties .

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract , or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract , the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor 's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract , or any part hereof, for cause in the event of any default by the Contractor , or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience .

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(n) *Title*. Unless specified elsewhere in this contract , title to items furnished under this contract shall pass to the Government upon acceptance , regardless of when or where the Government takes physical possession.

(o) *Warranty* . The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract .

(p) *Limitation of liability*. Except as otherwise provided by an express warranty , the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract .

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies /services.
- (2) The Assignments, Disputes, Payments, Invoice , Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract , including any license agreements for computer software .
- (5) Solicitation provisions if this is a solicitation .
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar

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legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**ADDENDUM TO FAR CLAUSE 52.212-4 - Contract Terms and Conditions-Commercial Products and Commercial Services. The following paragraphs are added to the clause.**

**(w) FAR 52.216-18 – Ordering. (Aug 2020)**

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

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

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**(x) FAR 52.216-19 -- Order Limitations. (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,000,000.00;

(2) Any order for a combination of items in excess of \$25,000,000.00; or

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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**(y) FAR 52.216-22 -- Indefinite Quantity. (Oct 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 calendar days after contract expiration.

**FAR Clause 52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 calendar day prior to expiration of contract.

**(aa) 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns – Alternate III. (Deviation)(November 2005)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

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(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) The \_\_\_\_\_ [insert name of SBA's contractor] will notify the USCG-DOL-9 Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

**(ac) 52.219-71 Section 8(a) Direct Awards (Deviation). (NOV 2005)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

*[To be completed by Contracting Officer at time of award]*

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

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**(ad) 52.223-9 -- Estimate of Percentage of Recovered Material Content for EPA Designated Items. (May 2008)**

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the COR and KO.

**(ae) 52.225-9 -- Buy American—Construction Materials. (Nov 2021)**

1. (a) *Definitions.* As used in this clause—

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components means—*



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(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Domestic construction material* means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign construction material* means a construction material other than a domestic construction material.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab,

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wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

2. (b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting  
Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

3. (c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable

supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material			
Domestic construction material			
Item2:			
Foreign construction material			
Domestic construction material			

**(af) FAR Clause 52.228-13 Alternative Payment Protections (July 2000)**

(a) The Contractor shall submit one of the following payment protections:

(i) A payment bond.

(ii) An irrevocable letter of credit (ILC).

(b) The amount of the payment protection shall be 100 percent of the contract price.

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- (c) The submission of the payment protection is required within 10 days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

**(ag) FAR Clause 52.232-40 -- Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013) Deviation Apr 2020)**

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

**(ah) FAR Clause 52.245-2 -- Government Property Installation Operation Services (Apr 2012)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the

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suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Please see PWS with Technical Exhibits for list of Government Property under this contract.

**(ai) Incremental Funding Requirements**

(a) Contract line items are incrementally or fully funded as shown in the below table. The sum of \$   \*   is available for payment and obligated on this contract (*or order*). (*Amounts shown below are for illustration only. They must be replaced by actual amounts in each award. The contractor must complete the right hand two columns.*)

CLIN	CLIN Price	Amount Currently Funded	Funds Required for Full Funding	Funds Reserved for Termination	Funds Required for Performance
0001	\$1,000,000	\$550,000	\$450,000		
0002	\$450,000	\$450,000	\$0		
0003	\$2,250,000	\$1,200,000	\$1,050,000		
Contract Totals	\$3,700,000	\$2,200,000	\$1,500,000		

(b) For items identified in in the chart above as not fully funded, the contractor agrees to perform up to the point at which the total amount payable by the Government, including

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reimbursement of authorized termination costs in the event of termination of those items for the Government's convenience, does not exceed the total amount currently allotted to the items not fully funded under the contract. The contractor is not authorized to continue work on those item(s) beyond that point.

(c) The Government may add funds to this contract as funds become available. There is no fixed schedule for providing additional funds.

(d) If the additional funds are less than the amount required for full performance of this contract (or order), the parties will agree as to the period of performance covered by the funds. The modification adding funds that do fully fund the contract (or order) shall retain the language of this section, appropriately updating the data in paragraph (a).

(e) The contractor will notify the KO in writing at least thirty (or insert ninety or sixty) days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then obligated on the contract for performance of the applicable items. The notification will state the estimated date when that point will be reached. If after such notification additional funds are not obligated by the date identified in the contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been provided, pursuant to the clause of this contract authorizing termination for the convenience of the Government, such as the clause entitled "Termination for Convenience of the Government" or paragraph (1) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions - Commercial Items."

(f) In the event of incrementally funded line items, the total amount payable by the Government includes allowable costs, profit, and estimated/negotiated termination settlement costs for those items. The Government will not be obligated in any event to reimburse the contractor in excess of the amount obligated on the line items of the contract regardless of anything to the contrary in any other clause.

(g) The contractor agrees that, even though such data are not normally available to the Government, in the event the Government must terminate for its convenience, the contractor shall provide cost data as defined in FAR 15.402 regarding its performance under the contract to support its termination settlement proposal.

(h) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a).

(i) The termination provisions of paragraphs (e) through (h) do not limit the rights of the Government under the clause entitled "Default" or "Termination for Cause." The provisions of

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this section are limited to the work and availability of funds for the contract line items set forth in paragraph (a). This language no longer applies once the contract is fully funded.

(j) Nothing in this section affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government" or paragraph (1) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(k) Nothing herein shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(l) Upon receipt of the contractor's notice under paragraph (e) of the Incremental Funding Requirements contract language above, the contracting officer shall promptly provide written notice to the contractor that the Government is,--

(1) Allotting additional funds for continued performance and increasing the Government's limitation of obligation in a specified amount;

(2) Terminating the contract; or

(3) Considering whether to allot additional funds; and

(A) The contractor is entitled by the contract terms to stop work when the Government's limitation of obligation is reached; and

(B) Any costs expended beyond the Government's limitation of obligation are at the contractor's risk.

(m) If the contracting officer is notified that the contract will receive no further funds by the date identified by the contractor, the KO shall,--

(1) Promptly give the contractor written notice of the Government's decision and, terminate for the convenience of the Government; or

(2) If the KO has documented reason to believe that funds will be received at a future date, negotiate a mutually acceptable funding schedule.

**(aj) FAR Clause 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

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Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/far/>

Homeland Security Acquisition Regulation (HSAR): <https://www.acquisition.gov/hsar>

<b>Source</b>	<b>Clause #</b>	<b>Title</b>	<b>Date</b>
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (DHS USCG Class Deviation 14-01)	Jun 2020
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
FAR	52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
FAR	52.204-13	SAM Maintenance	Oct 2008
FAR	52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
FAR	52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun 2016
FAR	52.208-9	Contractor Use of Mandatory Sources of Supply or Services	May 2014
FAR	52.211-10	Commencement, Prosecution, and Completion of Work. [a) as indicated on Task Order, c) the completion date specified on the Task Order.]	Apr 1984
FAR	52.222-1	Notice to the Government of Labor Disputes.	Feb 1997
FAR	52.222-6	Construction Wage Rate Requirements	Aug 2018
FAR	52.222-7	Withholding of Funds	May 2014
FAR	52.222-8	Payrolls and Basic Records	Aug 2018
FAR	52.222-9	Apprentices and Trainees	Jul 2005
FAR	52.222-10	Compliance with Copeland Act Requirements	Feb 1988
FAR	52.222-11	Subcontracts (Labor Standards).	May 2014
FAR	52.222-12	Contract Termination -- Debarment	May 2014
FAR	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014
FAR	52.222-14	Disputes Concerning Labor Standards	Feb 1988



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FAR	52.222-15	Certification of Eligibility.	May 2014
FAR	52.222-27	Affirmative Action Compliance Requirements for Construction	Apr 2015
FAR	52.222-32	Construction Wage Rate Requirements—Price Adjustment (Actual Method)	Aug 2018
FAR	52.223-2	Affirmative Procurement of Biobased Products Under Service And Construction Contracts.	Sep 2013
FAR	52.223-3	Hazardous Material Identification and Material Safety Data	Feb 2021
FAR	52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
FAR	52.223-6	Drug-Free Workplace	May 2001
FAR	52.223-10	Waste Reduction Program	May 2011
FAR	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	Jun 2016
FAR	52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	Aug 2018
FAR	52.223-19	Compliance with Environmental Management Systems	May 2011
FAR	52.225-13	Restriction on Certain Foreign Purchases	Jun 2008
FAR	52.227-4	Patent Indemnity -- Construction Contracts	Dec 2007
FAR	52.227-14	Rights in Data – General	May 2014
FAR	52.228-5	Insurance—Work on a Government Installation	Jan 1997
FAR	52.228-11	Individual Surety -- Pledges of Assets	Feb 2021
FAR	52.228-14	Irrevocable Letter of Credit	Nov 2014
FAR	52.228-15	Performance and Payment Bonds – Construction	Jun 2020
FAR	52.229-3	Federal, State and Local Taxes	Feb 2013
FAR	52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
FAR	52.232-18	Availability of Funds	Apr 1984
FAR	52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
FAR	52.232-27	Prompt Payment for Construction Contracts	Jan 2017
FAR	52.232-39	Unenforceability of Unauthorized Obligations	Jun-2013

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FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
FAR	52.236-2	Differing Site Conditions	Apr 1984
FAR	52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
FAR	52.236-5	Material and Workmanship	Apr 1984
FAR	52.236-6	Superintendence by the Contractor	Apr 1984
FAR	52.236-7	Permits and Responsibilities	Nov 1991
FAR	52.236-8	Other Contracts	Apr 1984
FAR	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984
FAR	52.236-10	Operations and Storage Areas	Apr 1984
FAR	52.236-11	Use and Possession Prior to Completion	Apr 1984
FAR	52.236-12	Cleaning Up	Apr 1984
FAR	52.236-13	Accident Prevention	Nov 1991
FAR	52.236-14	Availability and Use of Utility Services	Apr 1984
FAR	52.236-15	Schedules for Construction Contracts	Apr 1984
FAR	52.236-17	Layout of Work	Apr 1984
FAR	52.236-21	Specifications and Drawings for Construction	Feb 1997
FAR	52.236-26	Preconstruction Conference	Feb 1995
FAR	52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
FAR	52.237-3	Continuity of Services	Jan 1991
FAR	52.242-13	Bankruptcy	Jul 1995
FAR	52.242-14	Suspension of Work	Apr 1984
FAR	52.242-15	Stop-Work Order	Aug 1989
FAR	52.243-4	Changes	Jun 2007
FAR	52.243-5	Changes and Changed Conditions	Apr 1984
FAR	52.244-6	Subcontracts for Commercial Items	Nov 2020
FAR	52.245-1	Government Property Alternate I	Jan 2017 Apr 2012
FAR	52.245-9	Use and Charges	Sep 2021
FAR	52.246-12	Inspection of Construction	Aug 1996
FAR	52.246-21	Warranty of Construction	Mar 1994

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FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price), Alt. 1	Apr 2012
FAR	52.249-10	Default (Fixed-Price Construction)	Apr 1984
FAR	52.251-1	Government Supply Sources	Apr 2012
HSAR	3052.211-70	Index for Specifications	Dec 2003
HSAR	3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec 2003
HSAR	3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
HSAR	3052.222-90	Local Hire (USCG)	Jun 2006
HSAR	3052.223-90	Accident and Fire Reporting	Dec 2003

Note: Items highlighted in Yellow above are for construction work only. All necessary performance and payment bond requirements will be incorporated in construction task orders in accordance with the Miller Act (40 U.S.C. 3131 *et seq.*).

**(ak) FAR 52.252-6 - Authorized Deviations in Clauses. (Nov 2020)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Homeland Security Acquisition Regulation (HSAR) (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**(al) FAR 52.204-25 – Prohibition on Contracting For Certain Telecommunications and Video Surveillance Services or Equipment (DEVIATION 20-05)(Dec 2020)**

- (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-

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(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

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(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

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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 in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA Incidents@hg.dhs.gov, with required information in the body of the email. 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 NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(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

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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 items.

(am) FAR 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013) (Deviation Apr 2020)

(a)(l) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(an) HSAR 3052.204-71 Contractor Employee Access., ALT I (SEP 2012)

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

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(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

ALTERNATE I  
(SEP 2012)

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:



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(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(ao) 52.219-14 Limitations on Subcontracting (OCT 2021) (DEVIATION OCT 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

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(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(3) General construction. It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are

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not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

(4) Construction by special trade contractors. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –  
[Contracting Officer check as appropriate.]

\_\_\_ By the end of the base term of the contract and then by the end of each subsequent option period; or

\_\_\_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

**(ap) HSAR 3052.212-70 - CONTRACT TERMS AND CONDITIONS APPLICABLE TO  
DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following clauses are incorporated by reference:

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.228-70 Insurance.

3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

3052.236-70 Special Precautions for Work at Operating Airports.

3052.242-72 Contracting Officer's Technical Representative.

3052.247-72 F.o.B. Destination Only.

**(ap) HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed

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from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the KO, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Project Manager  
Contractor Quality Control Representative  
Utility Systems Manager  
OSH Program Manager  
Environmental Program Manager  
Aviation Fuel Station Primary Operator (AFO)  
Lead Operator for Fuel Services  
Lead Operator for Waste Water Treatment Plant (WWTP)  
Lead Operator for Water Treatment Plant (WTP)  
Lead Operator for Central Heating Plant (CHP)  
Lead Operator for Used Oil Plant  
Lead Journeyman Steamfitter  
Mechanical Administrator  
Lead Journeyman Electrician

**(aq) HSAR 3052.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES – APPLICABLE LICENSES AND PERMITS. (JUN 2006)**

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within ten (10) days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

**(ar) Contractor's Releases.**

The Government will require the Contractor to complete Contractor's Releases (DHS Form 700-3 or an equivalent form) at the completion of the contract. As for completion of the individual task orders, if the vendor submits their invoice in full and is paid in full after acceptance of the entire order, the KO will unilaterally do a modification afterwards and close out the task order.

**(as) Contractor Performance Evaluations.**

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(1) In accordance with FAR Subpart 42.15, Contractor Performance Information, the Contractor's performance may be evaluated throughout the contract (and task/delivery order) period of performance. The results will be compiled and reported in a Contractor Performance Report for use by this agency and other government agencies for future source selection decisions. The report will be compiled jointly by the COR and the KO. The KO will forward the report to the Contractor for comments. In the case of a contract with option years/ordering periods, interim reports will be completed.

(2) The areas to be evaluated include, but are not limited to: Quality, Schedule, Cost Control, Management, Utilization of Small Business, and Regulatory Compliance.

(3) Each area may be evaluated using the following scale: Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory.

(4) The Contractor Performance Assessment Reporting System (CPARS) may be used for all performance evaluations. Copies of the reports will be maintained in the CPARS database and in hard copy in the official contract file.

(5) The results of the report will be provided to the Contractor who will be given a period of sixty (60) days to provide comments. All comments will be considered by the KO and reviewed in accordance with FAR 42.1503. The report will be marked "Source Selection Information" and safeguarded 'for official use only' in accordance with Federal Acquisition Regulation Part 3.104. Since there is a limitation of 2000 characters for each area evaluated, there may be an occasion that all evaluations and comments be manually addressed and maintained in the official contract file. If this is the case, each area will be annotated to contact the cognizant KO for all evaluation documentation.

**(at) CGAP Clause Subchapter 3004.1301-90 Trusted Associate Sponsorship System (TASS)**

(a) "Contractor employee" means an employee of a firm, or an individual, under contract or subcontract to the Coast Guard to provide services and who requires physical and/or logical access to information systems and/or facilities.

(b) Homeland Security Presidential Directive (HSPD)-12 mandates a Federal standard for secure and reliable forms of identification for Federal employees and contractor employees. The Common Access Card (CAC) is a personal identification card for the Department of Defense/Uniformed Services and complies with HSPD-12. The Coast Guard has instituted the CAC as its HSPD-12 compliant personal identification card for contractor and subcontractor employees who are required to access a Coast Guard, Department of Defense (DOD), or other federally-controlled computer information system and/or facility, or need public key infrastructure (PKI) authentication to perform their contractual duties. The Trusted Associate Sponsorship System (TASS) is the automated application process for obtaining a CAC.

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(c) Contractor and subcontractor employees working pursuant to this contract who are required to access a Coast Guard, DOD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform their contractual duties shall use TASS to obtain a CAC.

(d) The COR shall serve as the TASS Trusted Agent and is responsible for creating contractor accounts in the TASS approving, returning, or rejecting CAC applications (as applicable); re-verifying assigned contractors every six months; revoking contractor and employee eligibility for a CAC; and confiscating a CAC when the contract expires or when a contractor or subcontractor employee stops working under the contract.

(e) Current standards require a favorable fingerprint check and verification of an initiated or completed investigation for all incoming Coast Guard contractor personnel before CAC issuance. The COR shall ensure that contractor personnel satisfy the security requirements for CAC issuance, and that completed fingerprint cards and electronic questionnaires for investigation processing are submitted to the U.S. Coast Guard Security Center (SECCEN).

(f) The COR or KO shall provide such forms to, or request such information from, contractor employees that may be necessary for obtaining a CAC via the TASS. Completed forms and information shall be submitted as directed by the COR or KO. Contractors are responsible for the accuracy and completeness of the information submitted and for any liability resulting from the Government's reliance on inaccurate or incomplete information.

(g) Contractor or subcontractor employees who are declined via the TASS are ineligible to perform work under this contract. When an employee with a CAC is no longer performing work under this contract, the employee must return them to the COR or KO on the same day the employee stops working.

(h) The contractor shall insert this clause in all subcontracts when a subcontractor's employee is required to access a Coast Guard, DOD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform contractual duties.

**FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Products and Commercial Services (Jan 2022)**

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

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

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

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

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

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

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (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].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (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](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

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

\_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).

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

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

\_\_\_ (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](#).

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- \_\_\_ (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](#).
- X (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Sep 2021) of [52.219-9](#).
- \_\_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- X (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](#)).
- X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2022) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).



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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).

X (36) [52.222-54](#), Employment Eligibility Verification (Nov 2021) . (Executive Order 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.)

X (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 (Jun2014) of [52.223-14](#).

X (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

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

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

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

X (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

X (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

X (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

X (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).

\_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (Jan 2021) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Jan 2021) of [52.225-3](#).

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

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

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X (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. 2302Note](#)).

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

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

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

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

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([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\(d\)\(13\)](#)).

X (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:

X (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](#)).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wages-- Fringe Benefits*
Work Control Clerk I	\$30.93
Work Control Clerk II	\$38.24
Data Entry Clerk I	\$22.42
Data Entry Clerk II	\$23.49

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Data Entry Clerk III	\$25.10
Data Entry Clerk IV	\$26.78
Mail Room Clerk I	\$22.75
Mail Room Clerk II	\$23.73
Lead Automotive Services	\$44.61
Motor Vehicle Mechanic	\$39.46
Motor Vehicle Helper	\$32.68
Motor Equipment Metal Mechanic/Worker	\$39.46
Motor Vehicle Wrecker	\$39.46
Lead Janitor	\$25.29
Assistant Leader, Janitor	\$22.91
Janitor	\$22.07
Laborer	\$22.03
Laborer, Grounds Maintenance (CDL)	\$24.17
Lead Fuel Distribution	\$49.61
Fuel Distribution Mechanic	\$42.15
Fuel Distribution Operator I	\$38.24
Fuel Distribution Operator II	\$42.15
Aviation Fuel Station Primary Operator	\$43.91
Lead Operator for Used Oil Plant	\$43.91
Fuel Distribution Helper	\$29.30
Environmental Technician	\$41.38
Lead Shipping & Receiving	\$35.76
Lead Warehouse	\$35.76
Warehouse Specialist	\$31.64
Forklift Operator	\$29.07
Tools & Parts Attendant	\$30.13
Appliance Mechanic	\$39.46
Lead Carpenter, Maintenance	\$46.36
Carpenter, Maintenance	\$41.03
Carpet Layer	\$39.46
Lead Electrician, Maintenance	\$54.99
Electrician, Maintenance	\$48.66
Comms Lead	\$44.61
Electronics Technician	\$40.68
Fire Alarm Mechanic	\$45.64
General Maintenance Worker	\$37.41

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Heating, Refrigeration, & Air Conditioner Mechanic	\$40.58
HVAC Technician	\$37.41
Lead Heavy Equipment Mechanic	\$44.61
Heavy Equipment Mechanic	\$39.46
Heavy Equipment Helper	\$32.70
Locksmith	\$38.49
Maintenance Trade Helper	\$30.13
Pipefitter, Maintenance	\$42.15
Lead Plumber, Maintenance	\$48.50
Plumber, Maintenance	\$42.92
Lead Mechanic	\$51.27
Lead Painter, Maintenance	\$43.22
Painter, Maintenance	\$38.24
Machinist, Maintenance	\$39.85
Sheet-Metal Worker, Maintenance	\$42.92
Lead Boiler Tender	\$48.50
Boiler Tender	\$42.92

\* For fringe benefits, please see the attached Collective Bargaining Agreement (CBA).

X (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) ( [29U.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 Under Executive Order 13658 (Nov 2020).

X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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.

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

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

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

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

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

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

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

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

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

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

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (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](#)).

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

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

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

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

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

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

(xvi) [52.222-54](#), Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

(a) Definitions. As used in this clause—

“Component” means any item supplied to the Government as part of an end product or of another component.

“End product” means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable,

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with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Estonia  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Japan  
Latvia  
Lithuania  
Luxembourg  
Netherlands  
Norway  
Poland  
Portugal  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(1) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs); and

(2) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

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(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement [225.7002-2\(a\)](#);

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or



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(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product.

Examples of textile products, made in whole or in part of fabric, include—

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

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## SECTION III – LIST OF ATTACHMENTS

Attachment 1 - CLIN Schedule of Prices  
 Attachment 2 - Performance Work Statement dated 07 May 2022  
 Attachment 3 - Past Performance Questionnaire  
 Appendix A -Definitions and Acronyms  
 Appendix B -Government Property, Equipment and Materials  
 Appendix C -Summary of Task Area Deliverables  
 Appendix D -List of References and Publications  
 Appendix E -Performance Requirements Statement  
 Appendix F - USCG CMMS Enrolled Kodiak Equipment – DATE  
 Appendix G - Example Job Plans  
 Appendix H - Shore Facilities Inventory - DATE  
 Appendix I - Historical Data  
 TE 1.0 - GIS Layer Package  
 TE 1.1 -CMMS Data Entry Requirements  
 TE 1.2 - Contaminated Sites Mapbook  
 TE 2.0 - Forms  
 TE 2.1 - Equipment Enrollment Business Rules  
 TE 3.1 - Level of Service Cleaning Frequency  
 TE 4.1 - Refuse Container Locations and Frequency  
 TE 5.1 - Sports Fields  
 TE 5.2 - Grounds Maintenance and RCRA Sites Map  
 TE 8.1 - Aviation Fuel Farm Equipment Records and Forms  
 TE 10.1 -Enviromanager Data Requirements for Annual Report  
 TE 10.2 - Natural Resource and NEPA Checklist Considerations  
 TE 10.3 - Integrated Cultural Resource Management Plan  
 TE 10.4 - 2017 Tsunami Readiness Plan  
 TE 10.5 - Integrated Pest Management Plan  
 TE 10.6 - RCRA Permit  
 TE 11.1 - Drinking Water Monitoring Program  
 TE 16.1 - CHP System Description  
 TE 16.2 - WWTP System Description  
 TE 16.3 - Water System Description  
 TE 16.4 - Coupon Stations  
 TE 17.1 - Used Oil System Description  
 TE 17.2 - Oil Water Separators  
 TE 18.1 - MBIT Report  
 TE 19.1 - COM Worksheet  
 TE 19.2 - Basic COM Package Checklist, Sign-Off Sheet  
 TE 19.3 -Unit Priced Work Description  
 TE 19.4 - Additional Housing Maintenance Line Items Sign-Offs Sheet  
 TE 19.5 - Basic Specifications for Housing Unit Types

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TE 20.1 -Power Outage Checklist

TE 22.1 - MRI Worksheet Template

TE 22.2 - MRI Tech Specs

TE 23.1 -AIRSTA GSE

TE 26.1 - Reference list of Certifications and Licenses

TE 26.2 - Critical Systems and Equipment

TE 26.3 - Critical Spares List

TE 26.4 - Contract Phase-In Transition Plan

TE 26.5 Contract Phase-Out Transition Plan

Attachment 4 - Service Contract Act WD 2015-5687, Rev 16, dated 12 Dec 2021

Attachment 5 - Davis Bacon WD AK20220001, dated 07 Jan 2022

Attachment 6 - Davis Bacon WD AK20220005, dated 07 Jan 2022

Attachment 7 - CBA, 2022-2024, dated 04 Mar 2022

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## **SECTION IV – SOLICITATION PROVISIONS**

### **FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

- Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/far/>
- Homeland Security Acquisition Regulation (HSAR): <https://www.acquisition.gov/hsar/>

<b><u>Source</u></b>	<b><u>Provision #</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
FAR	52.203-3	Gratuities	Apr 1984
FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
FAR	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
FAR	52.204-7	System for Award Management	Oct 2018
FAR	52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
FAR	52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	Nov 2015
FAR	52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	Feb 1999
FAR	52.223-1	Biobased Product Certification	May 2012
FAR	52.237-1	Site Visit	Apr 1984
HSAR	3052.247-72	FOB Destination Only	Dec 2003

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**FAR 52.204-22 – Alternative Line Item Proposal (Jan 2017)**

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

**FAR 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)**

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

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any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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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 —

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(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.

**FAR 52.209-7 – Information Regarding Responsibility Matters. (OCT 2018)**

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

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).



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

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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**FAR 52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

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

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

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

(b) The Offeror represents that—

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

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**FAR 52.216-1 -- Type of Contract. (Apr 1984)**

The Government intends to award an Indefinite-Delivery Indefinite-Quantity (IDIQ) Single Award Task Order Contract with firm-fixed pricing.

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### **52.217-5 – Evaluation of Options (July 1990)**

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

### **52.222-5 – Construction Wage Rate Requirements—Secondary Site of the Work. (May 2014) (CONSTRUCTION WORK ONLY)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

### **52.225-10 -- Notice of Buy American Requirement—Construction Materials. (May 2014) (CONSTRUCTION WORK ONLY)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not

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received a response to a previous request, the offeror shall include the information and supporting data in the offer.

*(c) Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

*(d) Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

**FAR Clause 52.233-2 Service of Protest (Sep 2006).**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

United States Coast Guard

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Director of Operational Logics (DOL)  
ATTN: Ryan M. Suchy  
300 E. Main Street, Suite 900  
Norfolk, VA 23510

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**FAR Provision 52.252-5 Authorized Deviations in Provisions (November 2020)**

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

(b) The use in this solicitation of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**HSAR Provision 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this provision:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

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(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

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(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

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## **SECTION V – PROPOSAL SUBMISSION INSTRUCTIONS**

### **FAR 52.212-1 ADDENDUM - INSTRUCTIONS TO OFFERORS — COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

#### **I. INSTRUCTIONS**

PLEASE CAREFULLY READ THE ENTIRE SOLICITATION AND COMPLETE ALL REQUIRED DOCUMENTATION. SECTION V – PROPOSAL SUBMISSION INSTRUCTIONS LISTS WHAT IS REQUIRED TO BE SENT WITH YOUR QUOTATION.

ALL AMENDMENTS TO THE SOLICITATION SHALL BE ACKNOWLEDGED IN WRITING.

Note: Only send questions/concerns to the Contract Specialist, Erica Miller. DO NOT ask or submit questions/concerns regarding this solicitation to any other USCG or government personnel.

#### **SITE VISIT AND PRE-PROPOSAL CONFERENCE INSTRUCTIONS**

The USCG invites all interested vendors to attend a site visit in preparation for the re-solicitation of the BOSS contract for USCG Base Kodiak, Alaska. This site visit is intended to give prospective offerors the opportunity to familiarize themselves with Base Kodiak and to gauge the scope of work required of the BOSS contract. In addition to the site visit, a pre-proposal conference will also take place in which the Government will review the solicitation with particular attention to the proposal preparation instruction and will answer as many general questions as time allows.

NOTE: It is the intention of the Government to reserve this acquisition for 8(a) companies; however representatives from any company are welcome to attend.

PLEASE SEE THE SAM.GOV CONTRACT OPPORTUNITIES NOTICE ABOUT THE DETAILS OF WHEN THE SITE VISIT AND PRE-PROPOSAL CONFERENCE WILL BE AND INSTRUCTION ON WHAT TO DO TO ATTEND.

The instructions in this section prescribe the format and approach to be used in the development and presentation of proposal data. They are designed to assure the submission of information essential to the proposal. The instructions permit the inclusion of data or information an offeror deems pertinent.

Proposals must be prepared in accordance with the instructions in this section, providing all required documents and information in the format specified. Proposals must not merely repeat



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the solicitation requirements, but rather must provide convincing documentary evidence of how contract requirements will be met. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal. Proposals that do not contain the information requested in the solicitation risk being determined unacceptable by the Government. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration. The proposal shall clearly and concisely describe the Offeror's response to the requirements of the solicitation. Offerors shall acknowledge receipt of all Amendments to this solicitation by the date and time specified in the amendment(s).

1. The cover of each Volume shall clearly identify the Offeror's name, Data Universal Numbering System (DUNS) Number, volume title, RFP number, RFP title, and copy number (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover.
2. First Page prepared on the company's letterhead stationery and includes the following information:
  - The solicitation number;
  - The name, address, and telephone and facsimile numbers of the Offeror (and electronic mailing address if available);
  - A statement identifying any exception to all terms, conditions, and provisions included in the solicitation;
  - Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
  - Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
3. Table of Contents which provides enough detail to quickly locate key elements of the applicable volume. The Table of Contents is not included in the total page count.
4. All sections in either volume must be tabbed for identification. Each volume shall be written on a stand-alone basis. Information required for each proposal evaluation factor, which is not found in its designated volume, will be assumed to have been omitted from the proposal.
5. The text size shall be no less than 12-point Times New Roman font, and the page margins shall be at least one inch on the top and bottom and ¾" on the sides for all pages other than the charts, graphs, and/or matrices. For those parts with charts, graphs and/or matrices, font on those pages can be no less than 10-point Times New Roman font.

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6. The Offeror shall submit the proposal in either Microsoft Word format or in Adobe PDF format. Pricing Information (Schedule of Prices) shall be in Microsoft Excel format and Adobe PDF format; no other version is permitted. The Microsoft Excel template is provided to the Offerors as Attachment 1 – CLIN Schedule of Prices. Pricing information/data shall not be included in Volume I.
7. If the Offeror submits proposal revisions, during or after discussions, any changed pages that are submitted shall have changed information clearly marked. The date of the revision and revision number shall be reflected on each changed page on the lower right hand corner.
8. The page limits listed below shall be strictly adhered to. Any pages exceeding the allowed amount shall not be evaluated.
9. The Offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

## II. SUBMISSIONS

The submission of proposal will be accepted as follows:

1. The complete proposal, as described above, shall be electronically submitted via the DoD Secure Access File Exchange (DoD SAFE) (<https://safe.apps.mil/>) no later than the due date and time specified in the solicitation and any subsequent amendments. Each offeror must contact Contract Specialist, Erica Miller, to obtain a unique DoD SAFE link. Erica Miller can be reached at Erica.B.Miller@uscg.mil In the event Erica Miller cannot be reached, please contact Ryan Suchy at [Ryan.M.Suchy@uscg.mil](mailto:Ryan.M.Suchy@uscg.mil) to request assistance. Once an offeror has a unique link, they may upload their proposal submission to DoD SAFE. All proposal submission may be up to 6 calendar days prior to the deadline for submission. An email confirming submission of your proposal to DoD Safe shall be sent to Erica Miller.

## III. FORMAT AND PAGE LIMITATIONS

Proposal Volumes: (one electronic copy of each Volume)

Volume I

Factor 1 - Technical Capability  
Subfactor 1.1 – Industrial Plants  
Subfactor 1.2 – Environmental Compliance  
Subfactor 1.3 – Service Work

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Subfactor 1.4 – Preventative Maintenance Management (PM)

Subfactor 1.5 – Housing Compliance

Subfactor 1.6 – Projects \$10k - \$150k

Subfactor 1.7 – Quality

Volume II

Factor 2 - Management and Staffing Approach

Subfactor 2.1 – Organizational and Staffing Plan

Subfactor 2.2 – Corporate Support and Experience

Subfactor 2.3 – Work Control

Volume III –

Factor 3 - Past Performance

Volume IV

Factor 4 - Price

Each evaluation factor shall be addressed in a separate proposal volume and provided in separate electronic files as specified above, to include separate electronic files for the Technical Capability subfactors.

The maximum page limit for Volume I - Technical Capability combined is 125 pages as defined in this paragraph. Volumes II, III and IV are excluded from the page limit. A page is defined as a single sided, 8.5 inch x 11 inch sheet, single line spacing, with no less than 12-point font Times New Roman, and page margins of 1” on top, bottom, and both sides of each page. The only exceptions allowed for font size reduction are for organization charts or other graphic illustrations. In those instances where reduction is allowable, no smaller than 10-point font shall be allowed. The Government will count pages in Volume I and remove any pages from proposal Volume I exceeding the maximum page limit. Any pages over the maximum total 125 page limit for Volume I will not be considered in the evaluation. The cover, title page, tables of contents, acronym lists, divider pages (used to separate proposal sections), and mandatory forms will not be counted against the maximum page limit.

Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered (sequentially beginning at page one) and identified by the complete company name, date and solicitation number in the header and/or footer. Those pages not counted against the maximum page limit need not be numbered.

Information intended for the Government to consider, specific to each volume, shall be confined to that volume. Offerors are cautioned that failure to include the requested information in the

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applicable volume could result in the information not being considered. The Government will not assume the duty to search for data or information outside of the specific volume within the proposal. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal volume. The burden of providing complete and thorough information, to addresses the elements below, remains with the contractor. Proposals that do not contain the information requested risk being determined unacceptable by the Government.

All questions concerning this procurement, either technical or contractual, must be submitted in writing to Erica Miller [by no later than 10 calendar days before the deadline for proposals](#). Please indicate the solicitation number 70Z08423RKODI0001 in the subject line of the email for all correspondence pertaining to this solicitation.

## **SPECIFIC PROPOSAL INSTRUCTIONS**

### **Volume 1 - Technical Capability**

The Technical Capability Factor has seven subfactors:

- Subfactor 1.1 – Industrial Plants
- Subfactor 1.2 – Environmental Compliance
- Subfactor 1.3 – Service Work
- Subfactor 1.4 – Preventative Maintenance Management (PM)
- Subfactor 1.5 – Housing Compliance
- Subfactor 1.6 – Projects \$10k - \$150k
- Subfactor 1.7 – Quality

#### **Subfactor 1.1 Industrial Plants**

The Offeror shall provide a detailed description which demonstrates its technical capability and knowledge of operating and maintaining Liquid Oily Water Separator (LOWS), Central Heating Plant (CHP), Waste Water Treatment Plant (WWTP), and Water Treatment Plant (WTP) (or similar plants): (reference Performance (PWS) Sections 5.16 and 5.17). The Offeror shall describe their capability and knowledge of samples and certifications required required to run a state of the industry plant. The Offeror shall discuss their knowledge of the regulatory requirements involved with the associated plant. The Offeror shall detail their plan and knowledge to operate a remote and/or OCONUS plant well. Lastly, the Offeror shall describe the technical maintenance required to operate the plant's well.

#### **Subfactor 1.2 – Environmental Compliance**

The Offeror shall provide a detailed description as to how they plan to manage environmental issues, such as hazardous waste, Resource Conservation and Recovery Act (RCRA) sites, water

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programs, air programs, environmental stewardship process improvements (ref. PWS 5.10/5.12/5.14). In addition, provide a detailed description as to how the Offeror's staff has capabilities and knowledge to work though service and contract work that may involve ground disturbing work in a contaminated site.

### **Subfactor 1.3 – Service Work**

The Offeror shall provide a detailed description of its technical capability to complete service work, as described in the Performance Work Statement (PWS) Section 5.1, for Base Kodiak and its tenants. To include, but not limited to electrical, Heating Ventilation and Air Conditioning (HVAC), Direct Digital Controls (DDC), Supervisory Control and Data Acquisition (SCADA), and heavy equipment maintenance. The Offeror shall list the qualifications of their staff as they relate to service work and the training program planned to keep the workforce relevant and educated.

### **Subfactor 1.4 – Preventative Maintenance (PM) Management**

There are PM's in this contract associated with CLINS listed in PWS Sections 5.2, 5.15, 5.23, and 5.24. The Offeror shall provide a detailed description which demonstrates its technical capability to manage complete Base Kodiak's PM program. Focus shall be given to the capabilities of the management, staff, and quality procedures. The Offeror shall describe how they will balance their service workload with their preventative maintenance workload. The Offeror shall illustrate their understanding of government Computerized Maintenance Management System (CMMS), provide technical staffing plan, and show management knowledge of associated PWS requirements. The Offeror shall describe their technical staff, including how their talents will lead to quality work.

### **Subfactor 1.5 Housing Compliance**

The Offeror shall provide a detailed description which demonstrates its technical ability to complete housing maintenance and Change of Occupancy Maintenance (COM) at the speed and volume required to support Base Kodiak (ref PWS 5.19). The Offeror's proposal shall include a COMs management plan that describes the Offeror's management tools and knowledge.

### **Subfactor 1.6 – Projects (\$10k-\$150k)**

The Offeror shall provide a detailed description which demonstrates its technical capability to complete and manage a wide variety of significant base maintenance projects. (reference PWS Section 4.0). Some work is planned, and some is of emergency nature. Some examples of possible projects include, but are not limited to, an emergency task order to repair a broken water main, a planned task order to separate one dental cleaning room into two, and a planned task order to replace several residential heating fuel oil tanks. The Offeror shall describe their ability

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to estimate a project with an industry standard estimating guide and their ability to manage and complete the project, once issued.

### **Subfactor 1.7 – Quality**

The Offeror shall provide a detailed description of its proposed approach for the performance of quality assurance for all CLINs in this contract (ref PWS 8.0). The Offeror's quality subfactor proposal shall include:

- a. Objective evidence that the Offeror's Quality Management System (QMS) complies with ISO 9001:2015.
- b. A description of the Offeror's QMS to address the following key ISO 9001:2015 elements:
  - i. Evidence of how Offeror's top management establishes quality objectives to meet customer requirements.
  - ii. Description or chart of Offeror's quality management structure and responsibilities within the organizational structure.
  - iii. Evidence of Offeror's methods to analyze and resolve quality problems.
  - iv. Evidence of Offeror's commitment to continual improvement.
- c. Description of proposed process control system to mitigate/prevent non-conformances and reduce rework items. The Offeror's description shall include methods to identify and assess process risks for process control characteristics and a description of how the Offeror proposes to review all process and operation parameters for possible application of process control techniques for service and PM work. Additionally, describe the procedures for the handling of non-conforming material, rework, and repair parts for prime and subcontractor facilities.

### **Volume II – Management and Staffing Approach**

The Offeror shall provide a detailed plan of how they plan to successfully execute this BOSS contract. Details shall cover from Phase-in to Phase-out, including base period and ordering periods. Details of how things will be established and operate shall be included. Each CLIN shall be covered. Gantt charts and narratives are acceptable forms of media. The Offeror shall also include details of their leadership team, corporate structure, and proposed subcontracts; provide an organizational chart depicting lines of authority with an accompanying description to explain what roles and functions are for each organizational element. The Offeror shall also include plans for resources like equipment, software, hiring, and recruitment.

### **Subfactor 2.1: Organizational and Staffing Plan**

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- (a) Organizational Chart: The offeror shall provide an Organizational Chart clearly depicting lines of authority with an accompanying description to explain what the roles and functions are for each organizational element. Under this sub-factor it must be very clear what type of organizational arrangement is being proposed whether a Joint Venture, Mentor/Protégé, Prime/Sub, or any other affiliation. It must also be very clear what specific responsibilities are being proposed for each entity in the organizational arrangement as well as which specific elements of the work will be accomplished by each (include percentages).

Joint Ventures (JVs) and Mentor/Protégé Agreements are allowable so long as a copy of the approved agreement is included with the proposal. (These copies will not be included in the page count for this Sub-Factor.) All such agreements are required to be approved in writing by the Small Business Administration (SBA) prior to the proposal due date (evidence of approval is necessary). No corrections or changes to the agreement are allowed after submission of proposals.

- (b) Position Descriptions: The offeror shall provide Position Descriptions (PD) for:

1. Critical Management Staff Positions whose experience is used to support requirements identified in this proposal
  - a. The Critical Management Staff are positions that the offeror identifies as critical to the success of the contract. These positions may be different than the specific persons that will be hired to fill the Key Personnel positions identified in the PWS (there are ten (10) onsite Key Personnel positions that have been identified in PWS 7.2 in accordance with HSAR clause 3052.215-70).
2. On-site Project Manager (ref. PWS 7.2.1)
3. Alternate Project Manager (ref. PWS 7.2.1)

All PDs shall include any required qualifications for the position to include minimum years of experience, specialized training, and any specific educational requirements including any specific skills and/or qualities the offeror considers essential for filling the position. (Note: A PD is NOT a resume for a specific individual, but the criteria that will be used for hiring the position should any vacancies occur during contract performance.)

- (c) Staffing Plan

The Offeror shall identify the total labor hours (including subcontracted labor hours) that will be used to perform all services described in the PWS. The staffing plan shall include a breakdown of total Full Time Equivalents (FTE) for each functional area in the PWS (identified by PWS Section No.)

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An FTE is defined as the number of total productive hours to be worked divided by the maximum number of compensable hours in a full time schedule. Hours for holidays, vacation, sick leave, and training are not considered productive hours.

For illustration, the total possible compensable hours in a full-time schedule is 2080, if there are 88 hours of paid holidays, 80 hours of vacation, 80 hours of sick, and 20 hours of training, then the productive hours would be 2080 minus 268 or 1812 hours.  $2080/1812 = 0.87$  FTE

The offeror shall also identify the average number of productive hours utilized to calculate a single FTE with calculation (see explanation below chart).

<b>One FTE is calculated as</b>			
<b>productive hours*</b>			
<b>Functional Area</b>	<b># In House Staff Productive hours</b>	<b># Subcontract Labor hours</b>	<b>TOTAL Labor Hours</b>
4.0 Level III Work			
5.1 Level II Work			
5.2 Preventative Maintenance			
5.3 Janitorial			
5.4 Refuse			
5.5 Grounds			
5.6 Snow & Ice			
5.7 Roads/Sewer			
5.8 Fuel Services			
5.9 Air Programs			
5.10 Environmental			
5.11 Water Programs			
5.12 Regulated Waste			
5.13 Heating Oil Tank Testing			
5.14 Disaster/Spill Response			
5.15 Vehicles			
5.16 Plants			
5.17 LOWS			
5.18 Mail/ Shipping/Receiving			
5.19 Housing			
5.20 Support Services			
5.21 Pest Control			
5.22 MRI			
5.23 AIRSTA Vehicles			
5.24 Alarm and Fire Systems			
5.25 Locksmith			
5.26 Dig Permits and Outages			



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7.0 Personnel Requirements and Qualifications			
7.5 Training Program & Plan			
8.0 Quality Control			
Onsite Critical Management			
Offsite Critical Management			
TOTALS			

### **Subfactor 2.2: Corporate Support and Experience**

The offeror shall identify corporate support functions and how this support will be provided to the Base Kodiak site. Corporate culture and ethics program should also be discussed under this subfactor. Each offeror shall discuss at least one previous contract which demonstrates experience managing a multi-function facilities maintenance contract current within the last 5 years. This experience must have been performed by the prime contractor or primary member of a JV.

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### **Subfactor 2.3 – Work Control**

The Offeror shall provide a description of how work will be organized, notifications made, priority deadlines met, and data from the work recorded. Additionally, the Offeror will provide a description of the staffing plan to control work, including data transcription from the government Computerized Maintenance Management System (CMMS) to the Offeror's CMMS system (and vice versa). Work Control does include Work Orders, PMs, IDIQs, Level III Task Orders, Performance Directives (PDs), and operational maintenance. The Offeror shall also describe how they will categorize and track Construction Wage Rate Requirements (Construction, formerly known as the Davis-Bacon Act) as opposed to *Service Contract* Labor Standards (Service, formerly known as the *Service Contract Act*) and or the union negotiated Collective Bargaining Agreement (CBA).

### **Factor III - Past Performance Factor**

- a) Offerors shall send the Past Performance Questionnaires (Attachment #3 Past Performance Questionnaire) to the respective Contracting Officer (or his/her designated representative) representing the client for each project discussed under the Corporate Experience Factor. A total of three (3) references are required. Offerors shall request that references submit their completed forms directly to the Point of Contact identified on the Questionnaire. Past Performance Questionnaires received directly from the offeror will be rejected and not used for evaluation purposes. Offeror will notify references to send in their forms before the closing date of the RFP.
- b) Offerors shall identify in this section of their proposal the contact information for each client that was sent a Past Performance Questionnaire. Please provide the following information for each: name, title, organization, address, phone, email and identification of the project the reference supports. Note: If the evaluation information for a project was input into the Contractor Performance Assessment Reporting System CPARS and is available in PPIRS, then a questionnaire need not be sent and the project should be identified as “available in PPIRS” with the project and contact information requested by this paragraph.
- c) The Government reserves the right to limit or expand the number of references it decides to contact or use sources other than those identified by the offeror.

### **Factor 4 - Price**

1. The Offeror shall complete the Attachment 1 – CLIN Schedule of Prices spreadsheet.

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2. The Offeror shall enter a firm fixed price (FFP) unit prices for Base Period and IDIQ unit prices for Ordering Periods 1-4 for each quantity range for all CLINs.

All unit prices proposed will be binding. Proposed unit prices are limited to two decimal places and shall be stated in current U.S. dollars.

3. The Government reserves the right to require submission of data other than certified cost or pricing data or certified cost and pricing data from the Offeror that is adequate to determine the reasonableness of a proposal (see FAR 15.403-3).

4. If an Offeror plans to use any item of U.S. Government property in the possession of the Offeror or its proposed subcontractors, for any performance resulting from this solicitation, the Offeror shall submit the required information contained in contract clause 52.245-9, Uses and Charges. The Offeror shall provide supporting information that details the calculation of the evaluation factor and contains functioning formulas on Attachment 1 – CLIN Schedule of Prices .

5. No other information is to be added to the Attachment 1 – CLIN Schedule of Prices, nor shall Offerors make any changes to the following Attachment 1 – CLIN Schedule of Prices columns.

Column A	CLIN GROUP
Column B	SUBCLIN
Column C	TYPE OF WORK
Column D	PWS SECTION
Column E	Est Qty
Column F	Unit
Column I	Est Qty
Column J	Unit
Column M	Est Qty
Column N	Unit
Column Q	Est Qty
Column R	Unit
Column U	Est Qty
Column V	Unit

Also include:

- Signed SF-1449
- Acknowledgement of any and all solicitation amendments (SF-30s signed)
- Complete certification for 52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

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- Complete only paragraphs (b) of this provision FAR 52.212-3 - Offeror Representations and Certifications -- Commercial Items (NOV 2021) with Alternate I if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (q) of this provision with Alternate I.
- Complete certification for HSAR Clause 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)
- Provide company checking and savings account numbers, names, addresses and telephone numbers of banking institutions, a point of contact with their direct valid telephone number, email address and facsimile number with Release of Information Authorization signed by an officer of your company for each account.

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## **SECTION VI – EVALUATION OF OFFERS**

FAR 52.212-2 Evaluation – Commercial Products and Commercial Services (Nov 2021)

The Government will make a best value determination for a Single Award 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 Government will evaluate offers by assigning adjectival ratings of high confidence, moderate confidence, or low confidence to non-price factors.

All proposals shall be subject to evaluation by a team of Government personnel, in strict adherence to the evaluation criteria delineated within the solicitation. The Government will evaluate each Offeror against the solicitation criteria in strict accordance with proposal content. The Government will not assume that performance will include areas not specified in the Offeror's proposal. Evaluators shall not consider or use as a basis for evaluation any assumptions, preconceived ideas, or personal knowledge or opinions not supported by material provided in the proposal. However, the Past Performance may use data other than that provided with the Offeror's proposal. The evaluation process will consider the adequacy of response for each proposal to determine whether the Offeror has completely satisfied the requirements specified in the solicitation. The evaluation process will also consider the feasibility of the Offeror's approach to successfully accomplish the solicitation and PWS requirements within the required schedule.

Proposals will be evaluated in accordance with the procedures found in FAR 12.203 and Subpart 15.3 and the evaluation criteria found in this solicitation. The Government reserves the right to contact other government, and commercial sources, to validate information submitted in the proposal and to assess capability, past performance, and financial responsibility.

Only those proposals prepared in accordance with the solicitation will be evaluated. Proposal requirements can be found at FAR PROVISION 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS, included in this solicitation.

The Government intends to award without discussions. However, the Government reserves the right to hold discussions if determined necessary. In the event the Government determines discussions are necessary, the Contracting Officer shall establish a competitive range comprised of the most highly rated proposals. Only those Offerors within the competitive range will be included in discussions and considered for award. Proposals that are missing information in terms of technical response will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risks of the proposed contract.

The following factors shall be used to evaluate offers:

**Factor 1 - Technical Capability**

**Factor 2 - Management and Staffing Approach**

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### **Factor 3 - Past Performance**

### **Factor 4 - Price**

Relative Importance of Factors and Subfactors - Factor 1: Technical Capability is significantly more important than Factors 2 and 3 (all other non-price factors). Factor 2: Management and Staffing Approach and Factor 3: Past Performance are of equal importance. Factors 1 through 3 (all non-price factors) when combined, are significantly more important than Factor 4: Price. All subfactors are listed in descending order of importance.

### **FACTOR 1: Technical Capability**

Overall, the technical capabilities shall be evaluated on the technical knowledge described, not the Offeror's past experience. Past experience is evaluated in another section. The Offerors descriptions of the technical aspects they plan to complete, if awarded, will be weighed more favorably in this section than describing what the Offeror has completed in the past. For example, if mowing were an evaluation factor in this solicitation, stating that the Offeror has completed mowing contracts in the past is not a technical proposal that displays technical capability, tools, and knowledge of the task at hand. Instead, describing how many employees the Offeror has (or intends to hire), listing the state-of-the-industry mowers they own (or plan to buy), and a plan on how they will be able to mow in Kodiak with limited sunny days based on industry standard mowing estimates might demonstrate a knowledge of, and the capability to, complete the job. The later description would give the government a high confidence in the Offeror (depending on the answers provided).

#### **Subfactor 1.1 – Industrial Plants**

The Offeror shall provide a detailed description, which demonstrates its technical capability and knowledge of operating and maintaining Base Kodiak's Liquid Oily Water Separator (LWS), Central Heating Plant (CHP), Waste Water Treatment Plant (WWTP), and Water Treatment Plant (WTP) (or similar plants): (reference Performance (PWS) Sections 5.16 and 5.17). The Offeror shall describe their capability and knowledge of samples and certifications required required to run a state-of-the-industry plant. The Offeror shall discuss their knowledge of the regulatory requirements involved with the associated plant. The Offeror shall describe their experience with managing remote or OCONUS plants. Lastly, the offeror shall describe their knowledge of technical maintenance required to operate the plants well.

#### **Subfactor 1.2 – Environmental Compliance**

The Offeror will be evaluated on their description on how they plan to manage environmental issues, such as hazardous waste, Resource Conservation and Recovery Act (RCRA) sites, water programs, air programs, environmental stewardship process improvements, and spills (reference PWS 5.10, 5.12, and 5.14). In addition, the offeror will be evaluated on their description of their

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capabilities and knowledge to work though service and contract work that may involve ground disturbing work in a contaminated site.

### **Subfactor 1.3 – Service Work**

The Offeror shall be evaluated on their description of its technical capability to complete service work, as described in the PWS Section 5.1, for Base Kodiak and its tenants. To include, but not limited to electrical, Heating Ventilation and Air Conditioning (HVAC), Direct Digital Controls (DDC), Supervisory Control and Data Acquisition (SCADA), and heavy equipment maintenance. The offeror shall be evaluated on the qualifications of their staff as they relate to service work and the training program planned to keep the workforce relevant and educated.

### **Subfactor 1.4 – Preventative Maintenance (PM) Management**

The Offeror will be evaluated on the detailed description of its management ability to handle the volume and variety of equipment required to support PM work on Base Kodiak. The Offeror's PM management plan will be evaluated on the following essential elements:

- i. Management software and integration with the government Computerized Maintenance Management System (CMMS). – Demonstrated the understanding of the PM program as a whole and balancing the PM workload against service work. Demonstrated an understanding of the data entry requirements of the government CMMS as the system of record.
- ii. Technical staff – Demonstrated a technical staffing plan capable of completing quality and timely work in all the trades required.
- iii. Management knowledge – Demonstrated the technical and organizational knowledge to complete the tasking.

### **Subfactor 1.5 – Housing Compliance**

The offeror will be evaluated on the detailed description of its management ability to handle the volume of Change of Occupancy Maintenance (COMs) (See PWS section 5.19 and Technical Exhibit 19.3 for a description of work), service work, and task orders required to support Base Kodiak. The Offeror's COM management plan will be evaluated on the following essential elements:

- i. COMs Plan – Demonstrated an understanding of the COM process, and the capability to complete the tasking required with a quality product.
- ii. Management knowledge – Demonstrated the technical and organizational knowledge to complete the tasking.

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### **Subfactor 1.6 – Projects**

The offer will be evaluated on the approach and capability of the Offeror’s ability to complete projects from \$10k to \$150k as described in the Level III work section of the PWS. The offeror shall describe their ability to handle this surge work of varying nature and notice provided. The Offeror shall be evaluated on their ability to estimate a project with an industry standard estimating guide. They will also be evaluated on their resources allotted to handle the surge in work created by projects without effecting the core standing, PM and CM duties.

### **Subfactor 1.7 – Quality**

The Offeror shall be evaluated on their description of their proposed approach for the performance of quality assurance for all CLINs in this contract (reference PWS Section 8.0). The Offerors shall be evaluated on their:

- a. Objective evidence that the Offeror’s Quality Management System (QMS) complies with ISO 9001:2015.
- b. A description of the Offeror’s QMS to address the following key ISO 9001:2015 elements:
  - i. Evidence of how Offeror’s top management establishes quality objectives to meet customer requirements.
  - ii. Description or chart of Offeror’s quality management structure and responsibilities within the organizational structure.
  - iii. Evidence of Offeror’s methods to analyze and resolve quality problems.
  - iv. Evidence of Offeror’s commitment to continual improvement.
- c. Description of proposed process control system to mitigate/prevent non-conformances and reduce rework items. The Offeror will be evaluated on their description of methods to identify and assess process risks for process control characteristics and a description of how the Offeror proposed to review all process and operation parameters for possible application of process control techniques for service and PM work. Additionally, the Offeror will be evaluated on their description of the procedures for the handling of non-conforming material, rework, and repair parts for prime and subcontractor facilities.

## **FACTOR 2: Management and Staffing Approach**

### **Subfactor 2.1: Organizational and Staffing Plan:**

The Government will assess its level of confidence that the organizational structure will be able to respond to the requirements of the PWS efficiently and effectively including the degree to which the position descriptions instill confidence that quality Critical Management staff



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including onsite project manager will be hired and retained. The Government will assess its level of confidence that the requirements of the contract will be successfully performed based on sufficient overall staffing levels.

### **Subfactor 2.2: Corporate Support and Experience:**

The Government will assess its level of confidence that the corporate functions will provide effective support to ensure the success of field operations, including corporate culture and ethics program.

### **Subfactor 2.3: Work Control:**

The Government will assess its confidence the Offeror has an understanding of the volume, volatility, complexity, and priorities of the work control scope, to include a displayed knowledge of CMMS setup and operation. The government will also assess if there is sufficient talent, resources, and knowledge to complete the scope of work and pay workers properly.

## **FACTOR 3: Past Performance Factor**

This factor evaluates recent past performance on relevant work similar to the scope of work in this solicitation. Recent past performance is considered to be within the last five (5) years of the solicitation issuance date. In evaluating past performance, the Government will consider the information in the Offeror's proposal as well as information gathered from other sources including former customers, Government agencies, federal databases and other references.

The Government will determine relevance of past performance information (PPI) for each offeror. A relevant report shall be considered to be one that documents performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

The past performance evaluation will take into account the guidelines outlined at FAR 15.305(a)(2) Past Performance Evaluation. The Contractor's past performance will be evaluated according to the following factors: Quality, Schedule, Management and Regulatory Compliance.

In evaluating Contractors past performance, the government intends to also review U.S. Coast Guard Contractor Performance Assessment Reports and other existing past performance ratings on relevant contracts. General trends in a Contractor's performance will also be considered. If absent of any recent and relevant past performance history, the Offeror will be assigned a Neutral rating and its proposal will not be evaluated either favorably or unfavorably on past performance.

The past performance of a parent or affiliated/sister company will be attributed to an offeror of a JV in an equal manner where the firm's proposal demonstrates that the resources of the parent or affiliated/sister company have affected the performance of the offeror.

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#### **FACTOR 4: Price**

1. The Government will evaluate offers based on prices proposed for all CLINs, IDIQs, and ordering periods, and any other price related factors required by the solicitation.
2. For each Offeror's proposal, the Government will calculate a weighted evaluation price by multiplying the proposed unit prices for each range by its respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. The Evaluated CLIN Price is the sum of the weighted evaluation prices and IDIQ costs for all ordering periods plus any other price related factors required by the solicitation.
3. The Total Evaluated Price will be determined by summing the Evaluated CLIN Prices.
4. Price Analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Contracting Officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to) other Government agencies and personnel.
5. Offeror's proposals may be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.
6. Price Proposals will be evaluated separately from the Technical Proposals. The price will not be rated or scored. The price will not be rated or scored.

The Offeror must ensure that each dollar amount listed in the Supplies or Services and Prices section includes all Contractor costs associated with the appropriate Item.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement." To account for the option periods possible under 52.217-8 (maximum of six months), Options to Extend Services, the Government will evaluate the option to extend services by adding six months of the offeror's final option period price to the offeror's total price. This amount will be the total evaluated price. The Government may choose to exercise the Option to Extend Services at the end of any performance period (base or option periods). Prices for the base and option periods, including the 6-month option available under FAR 52.217-8, will be evaluated to ensure that they are fair and reasonable for performance of the requirements established in the solicitation and as proposed in the technical submission. The price for the effort associated with FAR 52.217-8 will not be included in the total awarded value at contract award. If, at the end of the contract's/order's period of performance (the end of the base period or any option period) and within the time period

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established in the clause, the Government chooses to exercise this option, the pricing will be pursuant to the rates specified in the contract for the preceding performance period.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except possible clarifications as described in FAR 15.306(a). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price standpoint.

It is expected that the competitive nature of this acquisition will drive price reasonableness; however, the government reserves the right, if it deems appropriate, to make these determinations by means of one or more price analysis techniques as described in FAR 15.404.

(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.

## **SECTION VII – OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

### **FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Products and Commercial Services (NOV 2021) with Alternate I (OCT 2014)**

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

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

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

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

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

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(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;

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(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

*Small business concern*—

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

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

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

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

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(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 .

(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

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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 will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

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

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

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

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that-

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

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



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

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

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

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

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

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

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

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

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

(d) 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-



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

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

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

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

(1)

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

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

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

(2) Foreign End Products :

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

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

(i)

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

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

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products .

Other Foreign End Products :

Line Item No.	Country of Origin
_____	_____
_____	_____

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**Line Item No.**

**Country of Origin**

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

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

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

Canadian End Products :

**Line Item No.**

[List as necessary]

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

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

Canadian or Israeli End Products :

**Line Item No.**

**Country of Origin**

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**Line Item No.**

**Country of Origin**

[List as necessary]

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

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

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

**Line Item No.**

**Country of Origin**

[List as necessary]

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

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

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

Other End Products :

**Line Item No.**

**Country of Origin**

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**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

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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

(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

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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-



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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

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.



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(n) Prohibition on Contracting with Inverted Domestic Corporations .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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].

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(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).

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

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

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

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

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

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

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

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

**(End of Solicitation)**

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