

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 74	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124M22R0025	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DWAYNE A. PHELPS				b. TELEPHONE NUMBER (No Collect Calls) 9127678420	
8. OFFER DUE DATE/LOCAL TIME 03:00 PM 19 Oct 2022							
9. ISSUED BY MICC - FORT STEWART 976 WILLIAM H. WILSON AVE SUITE 100 FORT STEWART GA 31314 TEL: (912)767-8420 FAX:		CODE W9124M		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> EDWOSB <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD: \$10,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 74	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Aerial Burn Support FFP Provide service in accordance with the Performance Work Statement. Minimum Guarantee of 150 hours during peak period. FOB: Destination	150	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Aerial Burn Support FFP Provide service in accordance with the Performance Work Statement. Minimum Guarantee of 150 hours during peak period. FOB: Destination	150	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Aerial Burn Support FFP Provide service in accordance with the Performance Work Statement. Minimum Guarantee of 150 hours during peak period. FOB: Destination	150	Hours		
					<hr/>
					NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-NOV-2022 TO 31-OCT-2023	N/A	N/A FOB: Destination	
1001	POP 01-NOV-2023 TO 31-OCT-2024	N/A	N/A FOB: Destination	
2001	POP 01-NOV-2024 TO 31-OCT-2025	N/A	N/A FOB: Destination	

PWS

**PERFORMANCE WORK
STATEMENT (PWS)**

FOR

**Fully Contractor-Operated and
Maintained Exclusive Use Helicopter to
Support Government Natural Resource
Missions**

AT

Fort Stewart, GA

1 NOVEMBER 2022

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1.0 DESCRIPTION OF SERVICES.

1.1 General Scope.

This Performance Work Statement (PWS) is part of a non-personnel services contract to obtain a fully Contractor-operated and maintained exclusive use (EU) helicopter to support Government natural resource missions. The Contractor shall provide a helicopter, and qualified pilot to assist in natural resource missions, including but not limited to aerial ignition, for prescribed burning a minimum of 115,000 acre per year. Other flight missions may include wildfire monitoring/reconnaissance, range or timber inspections, personnel transport, installation boundary surveillance and reconnaissance, and any other administrative or natural resource related flight missions. The Government shall not exercise any supervision or control over Contractor employees performing the service herein. Such Contractor employees shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Scope.

The intent of this PWS to the contract is to obtain a fully Contractor-operated and maintained EU helicopter and pilot flight services to support Government natural resource missions. Mission(s) to be performed include:

1.2.1 Aerial ignition using a Plastic Sphere Dispensing (PSD) machine

1.2.2 Passenger and cargo transport

1.2.3 Low level recon of wildfires, ranges, or timberlands

1.2.4 Installation boundary surveillance

The Government will direct the aircraft to support its missions and objectives. During aerial ignition, the Contractor shall maintain the helicopter within the Global Positioning System (GPS) boundary parameters as briefed by the Government. The pilot is also responsible for maintaining the specified distance between flight lines on their panel mounted GPS unit. The Contractor and/or pilot are not responsible for fires that escape from the burn area to the undesignated areas.

The Government has intra-agency, cooperative and mutual aid agreements with other Federal and State agencies (Fort Jackson, Fort Gordon, Townsend Bombing Range, Georgia Forestry Commission), and under this PWS to the contract the aircraft may be dispatched in support of these agreements, however, the aircraft will return to the designated based (MidCoast Regional Airport) in Hinesville, Georgia daily at the end of operations.

1.3 Overview/Introduction.

The Contractor shall provide all management, personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform helicopter services to support government natural resource missions including aerial ignition as defined in this PWS except for those items specified as Government furnished property, equipment and services. The Contractor shall perform to the standards in this PWS to the contract. This includes the planning, coordination, and surveillance of the activities necessary to ensure disciplined work performance and timely resources application to accomplish all tasking's under the contract. The Contractor shall be responsible for maintaining communication with the Contracting Officer (KO) and the Contracting Officer Representative (COR), and to immediately notify both the KO and the COR of any problems that would prevent timely performance of this PWS to the contract.

1.4 Background.

Fort Stewart has utilized helicopters since the late 1980's to prescribe burn an average of 115,000 acres annually. Aerial ignition using a helicopter and PSD machine is the most efficient and effective method for accomplishing our mission.

1.5 Period of Performance.

This PWS to the contract includes a base year and two (2) option years, which may be exercised at the option of the Government pending available funds. The period of performance for the base and each option year will be 1 November – 31 October.

1.6 Exclusive Use/Guaranteed Hours.

The EU period will consist of 210 calendar days (1 December – 30 June). During the EU period the Government will guarantee 150 flight hours to support Department of the Army natural resource missions primarily on Fort Stewart, GA. During the EU period, the aircraft and pilot furnished shall be subject to the EU and control of the Government 24 hours per day, 7 days per week.

1.7 Place of Performance.

The aircraft's primary base of operation will be MidCoast Regional Airport in Hinesville, GA. The Contractor may occasionally be required to operate on Townsend Bombing Range (Townsend, GA), Fort Jackson (Fort Jackson, SC), or Fort Gordon (Augusta, GA) approximately 1-5 days per EU period for prescribed burning or wildfire reconnaissance. The aircraft will return to MidCoast Regional Airport at the end of each day.

1.8 Minimum Qualifications and Requirements.

1.8.1 Item Requirement.

1.8.1.1 Designated Base.

The designated base for an aircraft operating under this PWS to the contract shall be MidCoast Regional Airport which is located in Hinesville, Georgia. The aircraft shall be stored in a hangar at MidCoast Regional Airport. Storage of the aircraft will be at the Contractor's expense. The aircraft will return to MidCoast Regional Airport at the end of every operational period. The Contractor will adhere to all rules and regulations of MidCoast Regional Airport, the Federal Aviation Administration (FAA) and Fort Stewart Regulation FS-95-1 (Aviation General Provisions and Local Flying Rules). Contact information for MidCoast Regional Airport is: 912-435-3065.

1.8.1.2 Aircraft Required.

One helicopter equivalent to a Bell B-III model or above with a turbine engine and equipped as specified in this PWS. The Contractor shall submit proof of aircraft ownership or lease agreement with their offer.

1.8.1.3 Fuel.

The Contractor is responsible for the cost of all fuel required for contract performance. Fuel can be purchased from MidCoast Regional Airport. When the Contractor is ordered to operate from an alternate base (i.e. Fort Jackson) or land in a training area on Fort Stewart, the Government will at its option:

- (a) Direct the Government furnished fuel servicing truck to meet the pilot prior to the flight mission at MidCoast Regional Airport to fill the fuel truck with the required amount of fuel for the mission. Any fuel remaining truck that was not used during that particular flight mission, will be added to the aircraft before the next flight mission.
- (b) Direct the Contractor to land and fuel the aircraft at the nearest airfield or airport.

1.8.1.4 Crew.

The Contractor must supply a pilot every day during the EU period. No more than three pilots will be used by the Contractor during each EU period.

1.8.1.5 Helicopter Seating.

Four (4) insured passenger seats not including pilot, but including co-pilot seat in an aircraft, normally single-pilot operated.

1.8.1.6 Internal Payload.

Non-jettisonable payload hover-out-of-ground effect (HOGE) of 715 pounds at 30 degree C at 2,000 feet pressure altitude using a pilot weight of 200 pounds and fuel for 1.5 hours. The total 715 pounds for non-jettisonable internal HOGE payload includes the 130 pounds safety factor for load calculations (fixed weight reduction). The Contractor shall submit a load calculation sheet and the aircraft's most recent weight and balance sheet with their offer.

1.9 Helicopter Requirements.

The following equipment must be operational on the aircraft at all times while it is operating under this PWS to the contract.

1.9.1 Emergency Locator Transmitter (ELT).

1.9.2 Very High Frequency (VHF)-AM Transceiver (at least one must be operational).

1.9.3 P25 Digital VHF-FM Transceiver (at least one must be operational).

1.9.4 Transponder and altitude reporting system (at least one must be operational).

1.9.5 Static pressure, altimeter, and automatic altitude reporting system (at least one must be operational and connected to an operational transponder and altitude reporting system).

1.9.6 Helicopter shall not be approved for flight under this PWS to the contract if any component time in service exceeds the manufacturers' recommended Time Between Overhaul (TBO) or FAA-approved extension. All inspection times and intervals shall comply with the Contractor's FAA-approved maintenance program.

1.9.7 Complete set of current aeronautical charts covering an area of operation.

1.10 Condition of Equipment.

1.10.1 Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Helicopter systems and components shall be free of leaks except within limitations specified by the manufacturer.

1.10.2 All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

1.10.3 The helicopter interior shall be clean and neat. There shall be no unrepaired tears, rips, cracks, or other damage to the interior. The exterior finish, including the

paint, shall be clean, neat, and in good condition (i.e. no severe fading or large areas of flaking or missing paint etc.). Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits in accordance with FAA Advisory Circular #43-4B.

1.11 Pilot Qualification Requirements.

The Contractor must provide a pilot and relief pilot(s) who meets the following minimum qualifications and who possesses the required certificates and evidence of having satisfactorily passed the evaluations for the required tasks. The Contractor must provide the pilots' log books to verify experience before any flights conducted under this PWS to the contract.

1.11.1 An FAA commercial pilot certificate or higher, with a rotorcraft-helicopter rating.

1.11.2 A minimum of a current second-class medical certificate, issued in accordance with 14 CFR Part 67.

1.11.3 An FAA competency check, completed CFR Part 135.293 in the same make and model as the contract aircraft.

1.11.4 A minimum of 1500 hours of helicopter experience with 500 hours of air taxi experience (FAR Part 135).

1.11.5 Minimum of 500 hours of aerial application experience (FAR Part 137)

1.11.6 Minimum of 100 hours of flight time in helicopter with turbine engine within the last 12 months with 25 of those hours flown in the same make, model, and series as the contracted helicopter.

1.11.7 An agency flight evaluation, to be flown at the COR's discretion in the same make and model as the contract aircraft. The Contractor must supply the aircraft for the flight evaluation, at no expense to the Government.

1.11.8 Minimum of 25 hours of Plastic Sphere Dispenser (PSD) experience. The COR may require pilots to demonstrate this proficiency during the agency evaluation flight.

1.11.9 An Interagency Helicopter Pilot Qualification Card demonstrating Pilot certifications is highly preferred.

1.11.10 The Contractor shall submit copies of the primary pilot and relief pilot(s) licenses and certificates with their offer.

1.12 Avionics Requirements.

1.12.1 One automatic-fixed ELT certified under Technical Service Order (TSO)-C126 (or newer) which must be installed externally to the aircraft in a conspicuous or marked location unless installed in a location approved by the aircraft manufacturer.

1.12.2 One Air Traffic Control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b), and inspected and tested every 24 months in accordance with 14 CFR 91.413.

1.12.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

1.12.4 One flight hour meter (Hobbs) installed in a location observable from the cockpit. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure. The hour meter shall record actual flight time in hours and tenths of an hour only. The Hobbs should be readily visible to the pilot and Government passenger for recording flight time for payment.

1.12.5 One panel-mounted VHF-AM (VHF-1) aeronautical transceiver, with a minimum of 760 channels covering 118.000 to 136.975 MHz. The transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot. Aeronautical communication frequencies required under this PWS to the contract are listed below:

1.12.5.1 MidCoast Regional Airport Control Tower - 126.25 MHz

1.12.5.2 Fort Stewart Marine Radio - 127.35 MHz

1.12.5.3 Hunter Army Airfield (HAAF) Tower - 124.975 MHz

1.12.5.4 HAAF BASOPS - 126.2 MHz

1.12.6 One P25-compliant VHF-FM 10 watt nominal transceiver with on board intercom/headset communication capabilities. The operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The Contractor must comply with all Marine Radio and/or MidCoast Regional Tower requirements and/or requests. All radio transmissions must be clear and acceptable to Forestry Personnel. Operational frequencies are listed below:

1.12.6.1 Forestry Air-to-Ground – 164.7MHz

1.12.6.2 Directorate of Plans, Mobilization, Training and Security (DPTMS) – 163.5625 MHz

1.12.7 One permanently installed, panel-mounted GPS utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPS Map 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning. The GPS navigation database must be updated annually covering the geographic areas where the aircraft will operate.

1.12.8 Internal Communication System (ICS).

An ICS must be installed in the helicopter for the pilot, observer/copilot, and the two aft cabin exit positions to communicate. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for the pilot and copilot positions. ICS side tone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

1.12.9 Internal power source and electrical connection capable of operating a Premo Mk III Aerial Ignition System.

1.13 General Equipment Requirements.

Helicopter shall be configured with the equipment required by 14 CFR and approved for make and model furnished. In addition, the following be required:

1.13.1 Free air temperature gauge.

1.13.2 First Aid Kit.

A first aid kit must be on board the aircraft and accessible to occupants. Each first aid kit shall be in a dust proof and waterproof container.

1.13.3 Fire Extinguishers.

The fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum of 1.5 pounds capacity and 2-B:C rating, maintained in accordance with NFPA 10 and mounted with a quick release attachment accessible to the flight crew while seated.

1.13.4 Seat Belts.

FAA-approved double-strap shoulder harness with automatic or manual locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal and a quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable.

1.14 Maintenance Requirements.

All necessary repair and maintenance for the helicopter will be at the Contractor's expense.

1.14.1 General – Maintenance.

The Contractor must ensure that the aircraft and all required equipment are operated maintained in accordance with the original equipment manufacturers (OEM) or approved Standard Type Certificate (STC) holder's current maintenance instructions including appliances, emergency equipment, and all instructions for continued airworthiness (ICA's).

1.14.1.1 The Contractor must comply with all applicable Manufacturer's Mandatory Service Bulletins (MMSB's) and FAA Airworthiness Directives (AD's) before and during contract performance.

1.14.1.2 The Contractor shall provide and make available a list of "issued" MMSBs and FAA ADs identifying all those that are applicable and non-applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number. This list must include all accessories and equipment installed in each aircraft offered. Signatures of persons verifying accuracy of the list is required. The contractor shall provide the requested information to the COR upon request.

1.14.2 Manuals – Records.

1.14.2.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft. Electronic copies of manuals and records are acceptable.

1.14.2.2 If requested by the Government, the Contractor must furnish to the COR a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the contract period.

1.14.2.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate federal aviation regulations or the approved maintenance program.

1.14.3 Maintenance.

1.14.3.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by an FAA licensed mechanic who is authorized to perform maintenance in accordance with 14 CFR Part 43. The Contractor shall verify only authorized personnel are performing maintenance tasks.

1.14.3.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

1.14.3.3 All aircraft maintenance log book entries shall include the title of the current maintenance publication, chapter, page and paragraph that were referenced to perform any installation, overhaul, major repair, or replacement of any engine, power train, rotor system, or flight control system. Adherence by the Contractor to this requirement shall begin the date of contract award and continue through the duration of the contract.

1.14.3.4 The Contractor is responsible for routine/preventative maintenance and it must be performed before or after Government scheduled flight missions. Scheduled maintenance or any other helicopter unavailability must be coordinated and approved by the COR as to not interfere with planned Government flight missions.

1.14.3.5 The fire extinguisher must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers.

1.14.4 Maintenance Test Flights.

1.14.4.1 The Contractor must, at its own expense, perform a functional maintenance check flight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or

when requested by the COR and/or KO. This must be accomplished before the aircraft resumes service under the contract.

1.14.4.2 The Contractor must immediately notify the COR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

1.14.5 Overhauls.

1.14.5.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension in accordance with FAA Advisory Circular 120-113. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

1.14.5.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner of a leased aircraft) and (2) the Contractor operates in accordance with the extension authorization.

1.14.5.3 The Contractor must supply, upon award of the contract, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when the component was overhauled, replaced, or inspected.

1.14.6 Weight and Balance.

1.14.6.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

1.14.6.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any FAA accredited weights and measures laboratory may serve as the certifying agency.

1.14.6.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each

time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable. These records must be provided if requested by the COR.

1.14.6.4 The contractor shall submit weight and balance certificates with their offer and shall submit updated certificates to the COR if any changes are made during the contract performance period.

1.14.7 Turbine Engine Power Assurance Checks.

1.14.7.1 On the first day of operation and no more than each 50 hours of operation thereafter, the Contractor shall perform a power assurance check in accordance with the helicopter flight manual (pilot's operating handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from contract use until the condition is corrected.

1.14.8 Maintenance Scheduling.

1.14.8.1 The Contractor must request approval from the COR to remove the aircraft from service to perform scheduled maintenance. Failure to complete maintenance in the agreed upon time frame, scheduling maintenance without approval from the COR resulting in loss of daily availability, or unscheduled maintenance lasting longer than 24 hours that negatively affect a planned flight missions, will result in the loss of three (3) guaranteed flight hours. This three hour penalty will accrue for every 24 hour period the aircraft is unavailable for flight missions and will cease when the helicopter is made available for flight missions on Fort Stewart. The Contractor will not be penalized flight hours for scheduled maintenance when approved by the COR.

1.15 Certification Requirements.

1.15.1 Contractor shall be currently certified to meet 14 CFR, 133 (External Load Operations), 135 (Air Taxi Operators and Commercial Operations), and 137 (Agricultural Aircraft Operations) throughout the contract period. Any helicopter offered shall be listed by make, model, series, and registration number on the Operator's Certificates. The contractor shall submit certificates with their offer and shall submit updated certificates to the COR if any changes are made during the contract performance period.

1.15.2 Helicopter(s) shall conform to the approved type design, be maintained and operated in accordance with type certificate. The Contractor must maintain the helicopter in accordance with their 135 certificate and in accordance with their FAA approved maintenance program. 14 CFR Part 133 and 137 aircraft will be

maintained in accordance with the type certificates and applicable STC in accordance with 14 CFR Chapter 1 Subchapter C Part 21.

1.15.3 During the contract period the helicopter shall not exceed its fully rated capacity of passengers and/or cargo allowable as determined by the Interagency Helicopter Load Calculation sheet provided to the COR at the beginning of the contract.

1.15.4 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

1.16 Measurement and Payment.

1.16.1 Daily Availability.

Availability of service during the EU period will not be measured for payment purposes under this PWS to the contract, but will be paid indirectly under the flight rate. As a minimum guarantee, the Government agrees to pay for the number of guaranteed flight hours set forth in Section 1.6 of this PWS, subject to any reductions due to unavailability of aircraft or pilots. Guaranteed flight hours not flown should be billed upon conclusion of the EU period. The Government will pay for flight hours as actual flight services are provided and submitted on invoice forms, but will not pay for flight hours in advance. Availability hours are monitored for the purpose of ensuring compliance with crew duty limitations and unavailability reductions. The pilot will be on one of the following duty statuses every day during the EU period:

1.16.1.1 On-Duty. The pilot will be contacted by the COR the evening before or the morning of a flight mission depending on military training area access and weather forecasts. The pilot must report to the Forestry Office within one hour after they receive notification from the COR or at the time specified, whichever is later. Assigned duty of any kind will not exceed 14 hours in any 24-hour period. "Duty" includes flight time and ground duty of any kind.

1.16.1.2 Standby. Prescribed burning or other flight missions may not be scheduled during high fire danger periods. The pilot and aircraft would be on standby and must be ready for takeoff within 30 minutes after being contacted by the COR. This standby status of the pilot and aircraft may continue for days, weeks or longer until conditions improve.

1.16.1.3 Released from Duty. When weather conditions or training area access are not conducive for prescribed burning and the threat of wildfires is low, the pilot may be released by the COR and considered to be off duty for the entire day.

1.16.2 Measurement of Flight Time.

Flight time will be measured by the Hour (Hobbs) Meter, which will be from lift-off at MidCoast Regional Airport until touchdown back at MidCoast Regional Airport. Flight hours will be measured in hours and tenths using the Hobbs. The Government will supply flight time sheets that will be initialed by the Government passenger and pilot after each flight. These flight sheets will be used by the Contractor and Government to calculate monthly flight hours for invoicing.

1.16.2.1 Flight Time For Contractor Benefit.

The government will not pay for flights benefiting the Contractor, such as ferrying time to or from MidCoast Regional Airport or any other location, flights for maintenance testing, commercial charters, and flights solely for transporting Contractor's personnel.

1.16.2.2 Flight Time Outside EU Period.

On call use outside the EU period is only authorized when mutually agreed to by the KO and the Contractor. It is understood that the Government has no obligation to place, nor the Contractor an obligation to accept orders placed during times outside of the EU period. If the Contractor accepts an order, all terms and conditions of the contract will apply unless otherwise described below.

If service is provided outside of the EU period by the Contractor the Government will pay for actual flight time incurred and associated with the order of service, and no minimum flight guarantee shall apply.

When services are requested outside of the EU period, ferrying time of the aircraft to and from MidCoast Regional Airport will be paid at the applicable yearly flight rate set forth in the contract. Should the aircraft not immediately return to the original departure point, ferry time will only be paid as the flight actually occurs but not to exceed the time required to return to the Contractor's operating base.

The KO will contact the Contractor if services are requested outside of the EU period.

2.0 PERFORMANCE REQUIREMENT SUMMARY

2.1 General.

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. Unless indicated elsewhere these performance objectives will be measured and reported monthly. The performance threshold describes the minimum acceptable levels of service required for each requirement as these thresholds are critical to mission success.

2.2 Funding for Services.

Funds are not presently available for this contract. The Government's obligation under this PWS to the contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the KO for this PWS to the contract and until the Contractor receives notice of such availability, to be confirmed in writing by the KO. (48 CFR § 52.232-18)

2.3 Delivery of Services.

The KO will schedule service under this PWS to the contract. Services may be scheduled by phone, fax or email. The Contractor is responsible for only accepting service requests from the KO and must ensure service does not exceed amount authorized by task orders.

2.4 Performance Evaluation.

Performance of a service shall be evaluated to determine whether or not it meets the performance requirements of this PWS to the contract. When the Contractor's performance is unsatisfactory, a Contract Deficiency Report (CDR) will be issued by the KO. The KO shall take all appropriate measures according to the "Inspection of Services" clause as referenced in Section 2.7 of this PWS and also listed in the contract.

2.5 Government Quality Assurance.

The COR will evaluate the Contractor's performance under this PWS to the contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the COR must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

2.5.1 The government will periodically evaluate the Contractor's performance in accordance with the QASP. The government may inspect each task as completed

and increase the number of quality assurance inspections if deemed appropriate because of repeated failures discovered during the surveillance inspections or because repeated customer complaints. Likewise, the Government may decrease the number of quality assurance inspections if performance dictates.

2.5.2 When an observation indicates defective performance, the COR will require the Contractor (pilot) at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgement that they have been made aware of the defective performance.

2.5.3 When a performance threshold has not been met or Contractor performance has not been satisfactory, the COR will initiate and provide the KO a CDR for issuance to the Contractor. The Contractor shall respond to the CDR in writing within 10 days of the receipt of the CDR. The contractor shall follow the directions outlined by the CDR but shall also explain in writing why the unsatisfactory performance occurred, corrective action taken, and the procedures to preclude recurrence.

2.6 Performance Assessment.

The COR will perform various types of surveillance to ensure satisfactory Contractor performance. Some surveillance methods that may be used by the COR include the following:

2.6.1 Periodic Surveillance. This method requires the COR to employ a “spot check” style of evaluation based on the contractor’s services. Periodic surveillance will be conducted on a scheduled basis (daily, weekly, monthly, quarterly, semi-annual or annually) and may be adjusted, based on quality trends.

2.6.2 Customer Complaints. The COR will receive and investigate all complaints or concerns. The COR shall be responsible for validating customer complaints. The KO shall make final determination of the validity of customer complaint(s) in cases of disagreement with the COR and the contractor. Validated customer complaints shall be corrected within 2 hours of notification. KO will validate corrective action.

2.6.3 100 Percent Inspection. This method requires the COR to do 100 percent inspection on all task performed. A 100 percent inspection will be done for tasks that occur infrequently but are required for the safety and security of the Government.

2.7 Quality Control.

In compliance with the applicable contract clauses FAR 52.246-4 thru FAR 52.246-5, entitled, “Inspection of Services (Fixed Price and Cost-Reimbursement),” or FAR 52.212-4(a) Commercial Terms and Conditions Inspection/Acceptance, the Contractor must develop and maintain an effective quality control program to ensure services are

performed in accordance with this PWS, applicable laws and regulations and in accordance with best commercial practices.

The Government is committed to a highly interactive relationship between quality control conducted by the Contractor and quality assurance conducted by the Government. This relationship shall be achieved through an effective prevention based quality control program dedicated to ensuring the best possible products and services to the Government.

2.8 Quality Control Plan (QCP).

Quality Control is the responsibility of the Contractor. The Contractor shall develop, implement, and maintain a QCP to ensure all work described in this PWS to the contract is performed at or above the standard defined in the Performance Requirements Summary (PRS). The QCP is developed by the Contractor to ensure that it performs and delivers high-quality service and products. And it shall include methods of documenting and enforcing quality control operations including inspection and testing. (see FAR 52.246-1 Contractor Inspection Requirements).

2.8.1 The Contractor's QCP shall demonstrate its prevention-based outlook by meeting the objectives stated in this PWS throughout all areas of performance. The QCP shall be developed to specify the Contractor's responsibility for management and quality control actions to meet the terms of the contract.

2.8.2 The Contractor shall provide their final written QCP no later than (NLT) 10 days after contract award and within five (5) days of any proposed change to the COR and KO for review and approval prior to implementation.

2.8.3 The QCP at a minimum shall address process control and continuous process improvement; procedures for scheduling, conducting, and documentation of inspection; discrepancy identification; procedures for root cause analysis; corrective and preventive action procedures to include procedures for addressing Government discovered non-conformances; procedures for trend analysis; and procedures for collecting and addressing customer feedback/complaints.

2.8.4 The QCP shall also include a method of identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable as defined in the PRS, without dependence upon Government direction. The QCP shall demonstrate that it has designed quality into the delivery of services thereby mitigating the risk(s) associated with delivery of deficient or nonconforming services.

2.8.5 The Contractor's QCP shall be maintained throughout the life of the contract and shall include the Contractor's procedures to routinely evaluate the effectiveness of the plan to ensure the Contractor is meeting the performance standards and

requirements of the contract. Proposed changes made after KO acceptance shall be submitted in writing through the COR to the KO for review and acceptance prior to implementing any revision.

2.8.6 The QCP shall contain methods of communications (direct and indirect) with the Government regarding performance of the contract. Communication shall include regular and formal meetings with the Government for review and analysis of key process indicators, analysis of process deficiencies, and problem resolution.

2.8.7 The Contractor shall keep records of all aircraft inspections and maintenance conducted, and any corrective action taken. These documents shall be available for inspection by the Government during the contract performance period. The QCP shall specify equipment to be inspected on a scheduled or unscheduled basis, the manner in which inspections are to be conducted, and the names of the individuals who will perform the inspections.

2.9 Required Contractor Training.

All Contractor employees operating under the contract must complete the required trainings within 30 calendar days of contract award with the results reported to the COR NLT 45 calendar days after contract award. New Contractor employees shall complete the training within 10 calendar days after beginning work under this PWS to the contract. All Contractor employees must complete these trainings annually.

2.9.1 Anti-Terrorism (AT) Level I. Contractor personnel performing work under this PWS to the contract that require access to Army installations, facilities, and controlled access areas shall complete AT Level I awareness training. The AT Level I awareness training is available at the following website:

<http://jko.jten.mil/courses/at1/launch.html>

2.9.2 iWATCH. The Contractor shall brief all personnel performing work under this PWS to the contract on the local iWATCH program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR.

iWATCH is simply common awareness. Contract employees can be good sources of information. iWATCH training would include organization instructions on “things to look for” and a phone number to call in case the contract employees have information regarding possible terrorist or criminal activities. Providing the Contractor with awareness materials such as the iWATCH brochure or wallet card is a cost effective alternative to training. The card describes suspicious activity and local reporting procedures. Local iWATCH information, brochures, and training materials be provided by the COR.

2.9.3 Operational Security (OPSEC) Awareness Training.

IAW AR 530-1, *Operations Security*, Contractor employees shall complete Level I OPSEC Awareness training within 30 calendar days after contract award and within five (5) calendar days of new employees commencing performance. Completion certificates will be made available to COR within ten (10) business of completion or upon request from the Government. All Contractor personnel shall complete Level I OPSEC Awareness training annually. Level I OPSEC training is available at the following website: <http://cdse.edu/catalog/elearning/GS130.html>.

2.9.4 Wright Army Airfield Range Briefing. The Contractor is required to receive an annual airfield briefing conducted by Air Traffic Controllers who oversee military and public flight operations at MidCoast Regional Airport. The Contractor is required to submit the following forms to MidCoast Regional Airport annually for any aircraft operating under this PWS to the contract.

2.9.4.1 DA Form 2400 (Certificate of Insurance)

2.9.4.2 DA Form 2401 (Civil Aircraft Landing Permit)

2.9.4.3 DA Form 2402 (Hold Harmless Agreement)

2.10 Contractor's Performance Assessment Report (CPARS).

Formal assessment and reporting of Contractor performance is documented using the CPARS system. The Contractor will be provided a copy of their assessment 365 days from contract award. The Contractor shall have 60 days to review and submit comments for the evaluation activity's consideration before the assessment is made final. Past CPARS will be protected by all parties and treated by Government personnel as "For Official Use only/Source Selection Information" in accordance with FAR 2.1.1 and 3.104.

3.0 GOVERNMENT FURNISHED MATERIALS, EQUIPMENT, AND SERVICES.

3.1 Fuel Truck.

The Government will provide a fuel servicing truck equipped with a 110 gallon tank for refueling in the field during longer duration flight missions. The Government provided fuel servicing truck will meet 49 CFR requirements.

3.1.1 The Government will also provide a qualified fuel servicing truck operator to meet the aircraft in the field for refueling. Field refueling locations will be determined by the Government but could consist of paved airstrips or large flat grassy areas.

3.1.2 When refueling in the field, the Government fuel servicing truck operator will position the fuel truck for the Pilot to execute the refueling but all Government personnel must stay out of the Safety Zone while aircraft fueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

3.2 Firing Machines.

The Government will provide two operational Premo MK model (PSD) machines for aerial ignition of prescribed burns. One will be used in the helicopter and one will be stored as a spare. The machine installed in the helicopter must be powered by the internal electrical system of the aircraft.

3.3 Ignition Spheres.

Delayed Aerial Ignition Devices (DAID) spheres and the Glycol required to ignite the spheres will be provided by the Government. The DAID spheres and Glycol will be used in the PSD machines to ignite prescribed burn areas.

3.4 Personnel.

During all flight missions the Government will provide a front seat passenger to help the pilot navigate on the installation. During prescribed fire flight missions the Government will provide a Firing Boss (FIRB), who will ride in the front passenger seat of the aircraft, and a back seat passenger to operate the PSD machine.

3.4.1 The Government passenger is responsible for filing the flight plan and helping the pilot navigate on the installation. During prescribed burns the FIRB will be communicating with the Burn Boss and will determine the ignition pattern, grid spacing, flight speed, and PSD dispensing rate for the area being burned. The FIRB will carry a portable UHF radio for back-up communication with the Burn Boss and DPTMS Training Support Division.

3.5 Flight Hour Sheets.

The Government will provide daily flight sheets that will be used record the lift-off and touchdown times. Flight hours will be recorded using the Hour (Hobbs) Meter. These flight hour sheets will be used by the Contractor and Government to determine the monthly flight hours to be invoiced.

3.6 Burn Area/Maps.

Burn area maps will be provided during the mission briefing. Burn maps will include aerial photography and identify burn area boundaries as well as areas hazards within the burn area. Government personnel will be responsible for preparing and securing burn areas in advance. The Contractor will not be responsible for any wildfires or escaped prescribed burns that occur as a result of the flight mission.

3.7 Personal Protective Equipment.

All Government employees that operate in the aircraft will be issued and required to wear Nomex pants/shirt or coveralls, leather gloves, leather boots, and flight helmet/headset during all flight missions.

4.0 GENERAL INFORMATION.

4.1 Hours of Operation.

The Contractor shall be available to perform the services required under this PWS to the contract during the following hours: 0700-2100 Sunday thru Saturday (7 days per week) except when the Government is closed due to local or national emergencies, administrative closings, or when released from duty by the COR. The Government will notify the Contractor with as much notice as possible of such occurrences.

The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed or duty is not required. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

The pilot may be required to work on the following holidays during the EU period: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day and Juneteenth. If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday.

4.2 Contractor Personnel.

All Contractor personnel that operate in the aircraft must wear, at a minimum, Nomex pants/shirt or flight suit, leather boots, and flight helmet.

4.2.1 A replacement pilot must be provided if the primary on-duty pilot cannot fly for any reason for an expected 24-hour period or longer. The replacement pilot shall be onsite and ready to fly within 24 hours after the primary pilot becomes unavailable. The replacement pilot shall remain on duty until the next pilot is available for duty. If the replacement pilot is not available within 24 hours after the original pilot is unable to fly then the Contractor will be penalized three (3) guaranteed flight hours. This three hour penalty will accrue for every 24 hour period a pilot is not available for flight missions and will cease when a pilot is available for flight missions on Fort Stewart. The Contractor will not be penalized flight hours for pilot unavailability when coordinated with and approved by the COR.

4.2.2 The Contractor must ensure that the pilot has the authority and responsibility of operating the aircraft within its operating limits, the safety of the aircraft, its occupants, and the cargo.

4.2.3 The contract pilot must have the authority to represent the Contractor in all matters except changes in price and time unless the KO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this PWS to the contract.

4.2.4 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.

4.2.5 Shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the COR.

4.2.6 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo. When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A Fuel Consumption and Weight Reduction Chart can be found under (Appendix 3).

4.2.7 Pilots without FAA airframe and power plant certifications are authorized to perform only the preventative maintenance tasks detailed under the applicable STC and/or as approved by the FAA, provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by the COR upon request. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

4.2.8 When the aircraft is not available due to required scheduled or unscheduled maintenance, a pilot may function as a mechanic only if they meet the requirements of 14 CFR 43.3.

4.2.9 Only a certificated mechanic with an FAA issued mechanics license (holding an airframe and power plant rating) may perform scheduled maintenance and inspections.

4.3 Annual Operations Meeting.

An annual operations meeting between the Government and the Contractor along with their primary crew members will be held at start of each EU period. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the local base procedures.

4.4 Flight Planning.

Government personnel will determine the flight missions. The pilot shall decide if conditions are safe for the proposed flight. Flights shall be terminated at any time by the pilot when weather conditions or mechanical conditions are unsafe. Flights shall be terminated by Government personnel when weather conditions adversely affect the prescribed burn prescription or objectives, when military use restricts the airspace, when the likelihood of fire crossing control lines increases, ground crews are endangered, or when Government personnel deem the flight unsafe or no longer necessary.

4.5 Flight Operations.

The Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under section 1.15 of this PWS. The Contractor must ensure that all personnel operate in compliance with the following requirements:

4.5.1 Manifesting. The Government will complete the manifest and flight plan for each flight mission with assistance from the pilot. The pilot's signature is required on both documents to concur and copies of these documents will be kept the Government and filed by the Government at MidCoast Regional Airport.

4.5.2 Passenger Briefings. Before each takeoff, the pilot must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short multiple leg flights do not need to be repeated unless new passengers come aboard. The briefing must also describe the location/use of the following:

4.5.2.1 ELT.

4.5.2.2 First Aid Kit.

4.5.2.3 Personal Protective Equipment.

4.5.2.4 PSD Emergency Protocol.

4.5.3 Dual controls must be removed or deactivated prior to contract performance. The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

4.5.4 Day/Night Use. Helicopters must be limited to flight during daylight hours and under Visual Flight Rules (VFR) conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset.

4.5.5 Flight Following. The contracted aircraft will have a permanent squawk code assigned to them while operating on the installation. Pilots are responsible for flight following with the FAA and in accordance with the Governments approved procedures. Check-in intervals must not exceed 30 minute intervals under normal circumstances.

4.5.6 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. Only the pilot shall be responsible for removing and securing the doors.

4.5.7 Smoking will not be allowed in the aircraft.

4.5.8 The pilot must remain at the flight controls while rotors are turning with the following exceptions. For post-flight procedures, preventative maintenance purposes, and/or field refueling. Government passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

APPENDIX 1: DEFINITIONS, ABBREVIATIONS, AND ACRONYMS

Contracting Officer Representative (COR). A representative of the Government and appointed by KO to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor, as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this PWS to the contract refers to the prime.

Contract Discrepancy Report (CDR). Government form to address issues that arises when the Government identifies non-compliance issues between task implementation and signed contract requirements.

Contracting Officer (KO). A person with authority to enter into, administer, and/or terminate contracts, and to make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

Exclusive Use (EU). Exclusive use refers to the primary or dominant use of property, as opposed to incidental use.

Firing Boss (FIRB). The FIRB leads ground and/or aerial ignition operations and is responsible for the safety and coordination of assigned resources on prescribed fire and wildfire incidents. The FIRB supervises assigned firing resources and reports to a Burn Boss or other assigned supervisor.

Performance Assessment. A process that measures success towards achieving defined performance objectives or goals defined within the performance thresholds in the services summary or the process of assessing progress towards achieving the objectives/goals developed in a performance plan or partnering agreement.

Performance Requirement Summary (PRS). A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.

Performance Work Statement (PWS). The Performance Work Statement (PWS) is a Statement of Work (SOW) for Performance-Based Acquisitions that clearly describes the performance objectives and standards that are expected of the Contractor. When a contract is awarded, the PWS is legally binding upon the Contractor and the U.S. Government

Period of Performance (POP). One or more periods of time, which may be of varying and overlapping durations, in which the performance goals will be measured for the purpose of determining a Contractor's right to, and the payment of, a performance-based award.

Plastic Sphere Dispenser (PSD). A PSD dispenser is mounted to the doorframe of a helicopter. The dispenser injects spherical containers (balls) of potassium permanganate with ethylene glycol, and ejects the spheres on a grid pattern. Spheres ignite five to ten seconds after injection with glycol.

Prescribed Burning. The planned and deliberate burning of woodland and open areas under controlled conditions within rigid weather and fuel criteria to accomplish prescribed results.

Quality Assurance. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this document, quality assurance refers to actions by the Contractor and monitored by the Government to assure services meet requirements established in the PWS.

Quality Assurance Surveillance Plan (QASP). The Government's organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

Quality Control Plan (QCP). All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Sub-Contractor. One that enters into a contract with a prime Contractor. The Government does not have privity of the contract between the Contractor and sub-Contractor.

ACRONYMS

AC - Advisory Circular

AD - Airworthiness Directive

AT - Anti-Terrorism

ATC - Air Traffic Control

CFR - Code of Federal Regulations

CDR - Contract Deficiency Report

COR - Contracting Officer's Representative

DA - Department of the Army

DAID - Delayed Aerial Ignition Device

DPTMS - Directorate of Plans, Training, Mobilization, and Security

ELT - Emergency Locator Transmitter

EU - Exclusive Use
FAA - Federal Aviation Administration
FAR - Federal Acquisition Regulation
FSC - Federal Service Code
FIRB - Firing Boss
GPS - Global Positioning System
HAAF - Hunter Army Airfield
HOG - Hover-Out-Of-Ground Effect
ICA - Instructions for Continued Airworthiness
ICS - Internal Communication System
IFR - Instrument Flight Rules
KO - Contracting Officer
MMSB - Manufacturer's Mandatory Service Bulletin
NFPA - National Fire Protection Association
OEM - Original Equipment Manufacturer
OPSEC - Operation Security
PRS - Performance Requirement Summary
PSD - Plastic Sphere Dispenser
PWS - performance Work Statement
STC - Standard Type Certificate
TBO - Time Between Overhaul
TSO - Technical Service Order
QASP - Quality Assurance Surveillance Plan
QCP - Quality Control Plan
UHF - Ultra High Frequency
VFR - Visual Flight Rules
VHF - Very High Frequency

APPENDIX 2: PERFORMANCE REQUIREMENTS SUMMARY

Performance Requirement Number	Performance Objective	PWS Paragraph	Performance Threshold	Rating Criteria
1	Condition of Equipment is in compliance with all aircraft equipment requirements	1.10	Contractor shall maintain 100% compliance	100% = Satisfactory 0% - 99% = Unsatisfactory
2	Avionics Requirements	1.12	Contractor shall maintain 100% compliance	100% = Satisfactory 0% - 99% = Unsatisfactory
3	Maintenance of helicopter is in compliance with all FAA requirements.	1.14	Contractor shall maintain 100% compliance	100% = Satisfactory 0% - 99% = Unsatisfactory
4	Helicopter, pilot, and/or relief pilot availability	1.16.1	Contractor shall maintain 95% compliance	98% - 100% = Very Good 95% - 97% = Satisfactory 0% - 94% = Unsatisfactory

APPENDIX 3: HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

Helicopter Make	Helicopter Model	Fuel Consumption (Gallon/Hour)	Load Calculation (Weight Reduction LB)
EUROCOPTER	AS-330J	179	Not Established
	AS-332L-1	160	Not Established
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	160
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	Not Established
	SA-341G	56	170
	EC-135	64	220
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	88	200
	205A-1	89	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (incl L-1 C30P)	38	180
	206L-4	38	180
	212	100	390
	214B	160	380
	214ST	133	Not Established
	222A	70	Not Established
	222B	83	Not Established
	222UT	83	Not Established
	407	45	155
	412	110	390
	412HP	110	390
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S58T/PT6T-6	115	OGE 000 IGE 460
	S62A	70	300
	S-70	160	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14	Limitations On Subcontracting	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997

52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-1	Contractor Inspection Requirements	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

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 proceedings 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).

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 (FAPIS) 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 FAPIS 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)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price alone considered. In accordance with 52.212-1(b)(4), the award will be made to the lowest priced quote that is compliant with the item requirements (salient characteristics) in this solicitation. **If an offeror fails to submit a technical description of the item being offered in sufficient detail to evaluate compliance with the requirements in the solicitation, the Government will deem the offeror ineligible for award.**

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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--

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

“Veteran-owned small business concern” means a small business concern--

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

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

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

“Women-owned small business concern” means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)(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
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) (☐) Outside the United States.

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

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

(2) (☐) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

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

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

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

(___) Other -----.

(5) Common parent.

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

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

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

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

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

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

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

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

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

____ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

52.212-4 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 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.
- (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.

(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.

(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 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.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (5) [Reserved]

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

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

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

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

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (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]

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

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

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

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

XXX (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.

___ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

___ (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. 657s).

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

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

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

XXX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

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

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

XXX (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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (48) 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. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

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

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

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

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

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

XXX (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)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 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 2016) (E.O. 11246).

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

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

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

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

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

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price - Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

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 **\$1,000**, (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$500,000** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$500,000** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days of contract expiration.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days of contract expiration** (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days before** the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months..**

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

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

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 concern eligible under the WOSB Program.

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 the size standard in paragraph (b) of this provision.

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

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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 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) The North American Industry Classification System (NAICS) code for this acquisition is [115310].

(2) The small business size standard is [\$10M].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern. (2) [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.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [☐] is, [☐] is not an EDWOSB 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)(5)(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.

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [☐] is, [☐] is not a service-disabled veteran-owned small business concern.

(8) [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)(8)(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) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(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

MICC - Fort Stewart

ATTN: Robert Meekie

976 William H. Wilson AVE, Suite 100

Fort Stewart, GA 31314

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

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

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

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840 or email usarmy.redstone.usamc.mbx.protests@mail.mil

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

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

(End of Clause)

