

AUTHORIZED FOR LOCAL REPRODUCTION	STANDARD FORM 1449 (REV. 2/2012)
PREVIOUS EDITION IS NOT USABLE	Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 51	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Carpet Install FFP BLG. 11 COMMAND GROUP CARPET REPLACEMENT. PER ATTACHED STATEMENT OF WORK. COR MIKE BOYLAN 570-615-6265 FOB: Destination NSN: AASSVC308800PZ MILSTRIP: W25G1V308800PZ PURCHASE REQUEST NUMBER: W25G1V308800PZ PSC CD: S214	1	Lot		
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 05-MAY-2023 TO 30-MAY-2023	N/A	TOBYHANNA ARMY DEPOT RECEIVING ASARS RECEIVING BLDG 1 C 6 11 HAP ARNOLD BLVD TOBYHANNA PA 18466-5091 FOB: Destination	W25G1V
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ADDENDUM

ADDENDUM

Addendum

This Request for this RFQ (W25G1V-23-Q-0074) is a service to perform all necessary operations for Carpet installation at building (Bldg.) 11 third floor at the Tobyhanna Army Depot (TYAD). The for treatment of floors and new carpet installation for the 3rd Floor Command Group is 2100 square feet. The services necessary to complete this project shall include providing all licenses, permits, labor, materials, equipment, supervision, and management to complete the project. This Service will be for a **Brand Name** Firm Fixed Price purchase order. Solicitation will be conducted on a competitive basis as a small business set aside and pursued in accordance with Federal Acquisition Regulations, (FAR) Part 13, (Simplified Acquisition Procedures).

Contractors are encouraged to attend a site visit on Thursday 04/27/2023 at 09:00 am at the security building 20. Please arrive an hour early for signing in at the visitor center building 606. See performance work statement 4.4

BASIS OF AWARD: See 52.212-2 Evaluation – Commercial Items.

FAR 52.217-8 Option to Extend is incorporated into this solicitation. Evaluation is not needed for this extension, as it would allow for additional time only.

MSDS Safety data sheet shall be submitted with proposal for approval by environmental prior to the award of the contract.

CONTRACTOR SUBMITTED QUESTIONS: Offerors are advised to submit any questions regarding this solicitation in writing to the purchasing agent via email: michael.j.clark238.civ@army.mil. Any and all questions made verbally, (e.g. telephone call), by interested contractors, will have the same answer. Please submit in writing via email to the purchasing agent identified in the solicitation.” Answers to questions will be posted in the same manner in which the solicitation is posted and be incorporated into the resultant award. Questions will not be accepted within two (2) business days of the solicitation closing date. Additionally, when submitting questions.

The Government is not responsible for any costs incurred for contractor’s time or materials expended in preparing a proposal for this solicitation. Parts used for this service such as after market or grey items will not be accepted.

QUOTATION SUBMISSION: Parties interested in responding to this RFQ SHALL:

(a) Submit their offer on a completed standard form (SF) 1449 <http://www.forms.gov>, BLOCK Numbers 17a, 19 thru 24, 30a, 30b, and 30c. The offer, (SF1449), must be signed by a company official authorized to contractually bind the company.

(b) Include all, (if any), signed amendments. Any amendments issued to this solicitation will be synopsized in the same manner as this solicitation. All Offerors are advised to acknowledge all amendments issued to the solicitation with their proposal by completing and signing page one (1) and including one (1) copy of each Solicitation amendment with their quotation.

(c) Submit three Past Performance references (within last five years) of similar installs. Include contact name, phone number, date of contract, contract number, description of services and location the where the was work performed.

Each offer must be submitted electronically before closing date and time to the purchasing agent, Michael Clark at michael.j.clark238.civ@army.mil The email size must not exceed 9MB.

To receive an award, the company must have an active registration in the System for Award Management (SAM) <https://www.sam.gov>. Prospective offerors must be found to be responsible in accordance with FAR 9.1 and have no delinquent federal debt.

If a complete offer, including any/all applicable attachments, does not appear in the email inbox of the purchasing agent identified in this solicitation before the closing date and time, then it is considered as not received and the offeror's entire offer is late and will not be considered for award.

If the offeror does not receive written confirmation of receipt from the purchasing agent before the closing date and time, it is the responsibility of the offeror prior to the closing of the solicitation to contact the purchasing agent, to confirm that their complete offer has been received.

The Government will not consider offers that were delayed, or otherwise not timely delivered to the Purchasing Agent's email inbox due to complications with the offeror's or the Government's service providers, to include email maintenance, firewall, delivery to any other email inbox, (e.g. junk folder, spam folder, etc.), or that the purchasing agent's email inbox has reached maximum capacity; offerors should anticipate delays in transmission and are advised to plan ahead and to begin transmitting their offer in enough time to ensure successful delivery prior to the close of the solicitation.

Attachments:

Redacted sole source

Floor Plan 11-1-499

PWS PERFORMANCE WORK STATEMENT

Performance work Statement

Building 11 Command Group Carpet Replacement

TOBYHANNA ARMY DEPOT

1. GENERAL:

1.1. SUMMARY:

1.1.1. Project Description:

This order will consist of services associated with the replacement of both the field and border carpet tiles only in the areas that were affected by a previous Glycol spill, located in building 11 3rd floor command group area. The areas in question total approx. 2100 square feet. The services necessary to complete this project shall include providing all licenses, permits, labor, materials, equipment, supervision, and management to complete the project. All and any exceptions shall be submitted in writing.

1.1.2. Scope of Work:

The contractor shall furnish all labor, tools, equipment, and materials in order to replace the damaged (Glycol spill) carpet tiles located in the areas specified (see floor plan with dimensions that will be attached as part of the solicitation). The total area of replacement is approx. 2100 square feet. The carpet flooring system shall be installed in accordance with the manufacturer's recommendations and by following specifications in the CRI 104/105. Removal of all construction/demolition debris shall be the sole responsibility of the contractor. The contractor shall dispose of any waste materials according to Tobyhanna Army Depot Recycling Policy.

2. KEY ELEMENTS:

2.1. The carpet flooring shall follow manufacturer's recommendations and specifications as outlined below.

2.1.1. FLOORING:

A. Available Products: Subject to compliance with the following requirements

B. Floor System Characteristics:

1. 7/16" thickness square carpet tiles

2. 2'x2' square carpet tiles

3. Affixed with heavy adhesive

4. Adhesive to have zero VOC off gassing
5. Installed in a nondirectional pattern

2.2. Deliverables: The contractor shall provide the following.

- a. The contractor shall match the existing carpet field tile as well as the existing carpet border tile.

*No substitutions will be allowed.

- b. Border Areas - Shaw 54786 Color Accents #62761 Portabella.

- c. Field Tile - Shaw 54475 Unscripted #305 Improvisation

3 MATERIALS:

Provide materials used in the flooring of each room from a single manufacturer and dye lot. Furnish and install 2'x2' Carpet tiles of 7/16" thickness. Adhesives and floor treatments to be used shall comply with all EPA regulations. New carpet tiles shall match existing carpet color and pattern design.

3.1 Adhesive

Type recommended by the manufacturer to allow for heavy traffic. Shall be of the solvent free, nonflammable and zero VOC type.

3.2 Thresholds

Shall be "T" style with a rubber finish to replicate the thresholds to be replaced.

3.3 Floor Treatment

The concrete floor in the affected area (all of the approx. 2100 square feet) must be ground smooth by use of concrete floor surface grinder (with self-contained vacuum system), of an adhesive/contaminant and leveled using a Cementous floor leveler.

3.5 Molding

All Shoe molding shall be carefully removed and re-installed or if damaged, replaced to its original form. The molding color is custom and cannot be matched. All molding currently in place shall remain in place or shall be put back in place if removal is necessary for carpet installation.

3.6 Furniture

Contractor will be responsible for moving/re-locating furniture in the affected area, with guidance from TYAD personnel.

3.7 Cleaning

Contractor will be responsible for the complete removal of all construction waste and general clean-up. TYAD will assist with the clean-up i.e., finish vacuuming, dusting and window washing.

4. MISCELLANEOUS

Contractor will proceed 5 days after acceptance of award. Estimated Completion will be on or before May 25, 2023

4.1 The COR for this contract will be Mr. Mike Boylan, Tel : (570) 615-6265.

4.2 Work will be performed during normal working hours 07:00 AM - 15:30 PM Monday through Friday, unless prior authorization is confirmed with the COR. Any work performed outside of normal working hours shall be requested in writing to the COR 48 hours in advance. COR will make determination if alternate scheduling will be approved.

4.3 COR will approve of all materials prior to installation.

4.4 Contractors are encouraged to attend a site visit that on Thursday April 27th, 2023 at 9:00am to check all dimensions and otherwise acquaint himself with all details and conditions affecting the work, quantities and type of materials and all factors to meet the purpose and intent of these specifications and the terms of the contract. It shall be the responsibility of the prospective bidders to visit the sites of the proposed work at Tobyhanna Army Depot, Tobyhanna, PA. Prospective bidders are requested to report to the lobby of the Visitor Control Center (building 606) at Tobyhanna Army Depot, Tobyhanna, PA, at the appointed hour. If any departure from the specifications or drawing(s) is deemed necessary by the prospective bidder(s), details of such departure and reason therefore shall be brought to the attention of the government contracting office.

5. PRODUCTS, MATERIALS AND EXECUTION

5.1 All work shall be installed in accordance with the manufacturer's recommendations and the following specifications in the CRI 104/105. If there are any concerns about the code, then the authority having jurisdiction will define the code. The Department of Public Works will be the authority having jurisdiction. The specification format shall follow the Uniform Facilities Guide Specifications that are part of the Construction Criteria Base published by the National Institute of Building Sciences. Execution shall be coordinated to ensure there is no disruption to current test work in progress.

IN ADDITION, ALL DESIGNS AND INSTALLATIONS SHALL COMPLY WITH TOBYHANNA ARMY DEPOT DESIGN/INSTALLATION GUIDELINES WHICH ARE SPECIFIC TO THE DEPOT.

6. Conflicts

6.1 IN CONFLICTS BETWEEN SPECIFICATIONS (CODES) AND TYAD DESIGN/INSTALLATION GUIDELINES, TYAD GUIDELINES SHALL BE IMMEDIATELY REPORTED TO THE COR.

7. QUALITY ASSURANCE

7.1. The construction services are to be performed by laborers, who through related training and on the job, experience is familiar with the techniques and hazards of this work including floor maintenance, repairing, removal and applicable equipment in such operations.

7.2. Rejection of Work: Indication of lack of quality workmanship or safety practices on the part of the contractor shall be sufficient grounds for the Government to reject work at no additional cost to the Government.

8. SUBMITTALS

8.1 Initial SDS

MSDS Safety data sheet shall be submitted with proposal for approval by environmental prior to the award of the contract.

A. Job Specific Safety Plan

9. SECURITY REQUIREMENTS

Contractor personnel working on the Tobyhanna Army Depot must be fully identified. Contractors register with TYAD Security in Building 606. All employees, staff, and subcontractor personnel, etc., which will require access must present the following to access TYAD:

- A. Full name
- B. Driver's License
- C. Nationality (if non-U.S. Citizen, alien registration number)

If Contractor vehicles are required for use on TYAD, the following ID is required:

- A. Make
- B. Model
- C. State Registration
- D. Insurance
- E. License Plate #

Contract personnel are expected to perform work during normal TYAD duty hours (0700-1630). If work must be performed otherwise, permission must be obtained three working days prior from the Security Office through the TYAD Representative. Contractor personnel must confine themselves to the work sites specified in their contract. Visiting other areas is prohibited. Alcoholic beverages, weapons, cameras, sound recorders, proscribed drugs and explosives are prohibited on Government property. Use of Government property without prior written approval of the On-Site Representative is prohibited.

TYAD will arrange for special Contractor parking if required. Contractor personnel must not park in numbered spaces, areas reserved for carpools, grassy areas or other prohibited areas. Posted speed limits and traffic restrictions must be always observed. Accidents or problems of a security/safety nature must be reported to the Security (570.615.7550) and TYAD Representative (570.615.7306/8139) immediately. Contractor personnel working on station for less than 30 days may be required to log in and out at the Visitor's Center each day and will not be issued an Extended Entry Contractor's Badge. The On-Site Representative will provide information on how to obtain an Extended Entry Contractor's Badge if one is required. Pursuant to federal regulations, all personnel and

vehicles on Government property are subject to search by authorized personnel at any time. All Contractors personnel are required to display the TYAD issued identification badge on their person at all times while present on the installation. Access to Government property will not be allowed without this identification badge. The badge is to be displayed on the person outer clothing, above the waist and in full view. Identification badges and vehicle passes issued to Contractor personnel remain the property of the U.S. Government and must be surrendered upon completion of the Contractor at the termination of individual employment, and when requested by the Government. A list of all personnel working under this contract should be turned in immediately after award in order to allow sufficient time to process security information.

APPENDIX A

Standard Specifications for Projects Under the National Environmental Policy Act in Accordance with 32 CFR 651
Proponent ELTY-ISR-E

****Spill Response Procedures 1-2-3****

1. Stop work
2. Call 911
3. Evacuate Area

*****Damaged

Asbestos?***** Call Environmental Branch (EB) at 615- 7098

*****Environmental

1. Air Pollution Control

The contractor must control fugitive emissions, including dust, during the course of their contract. The contractor must obtain approval from the Environmental Branch (EB) prior to exhausting equipment to the outside. The contractor must not allow any pollutant or particulate matter to be released to the atmosphere at levels that are visible from outside of Tobyhanna Army Depot (TYAD). The contractor must not perform work that will release pollutants or particulate matter to the atmosphere when the wind speed exceeds ten miles per hour and will result in adverse effects to the surrounding areas. TYAD will monitor the wind speed; it is the contractor's responsibility to obtain wind speed information through the Contracting Officer Representative (COR).

2. Asbestos

The contractor must ensure that all materials used in the performance of this contract are asbestos-free. Unless specified in the contract, the contractor must not disturb any existing Asbestos-Containing Material (ACM) in the performance of this contract. If ACM, or suspect ACM might be disturbed in performance of this contract, the contractor must avoid coming in contact with the material and immediately notify the COR and the Contract Administrator in writing. The COR must coordinate with EB to have the material tested to determine if there is ACM. If the material is determined to be ACM and the contractor cannot avoid disturbing the material, the COR will notify the Contracting Officer. The Contracting Officer will direct a change pursuant to the contract clauses entitled "Changes" and "Differing Site Conditions." If ACM, or suspect ACM has been disturbed, the contractor must immediately notify the COR and call the EB. The contractor will shut down and not move any equipment or supplies near the damaged ACM. The contractor will evacuate all non-contaminated contractor personnel from the immediate vicinity. Any contractor personnel thought to be contaminated with asbestos must remain in the area until the EB responds. If the damaged material is determined to be ACM and there is potential for further damage, the Contracting Officer will direct a change pursuant to the clauses of the contract clauses entitled "Changes" and "Differing Site Conditions."

Asbestos abatement required under the contract as originally awarded must be in accordance with United Facilities Guide Specification 02 83 14 00 10 and as otherwise required in the contract. Asbestos abatement not required under the contract as originally awarded, can be incorporated into the existing contract via contract modification, or by the Government taking responsibility for the asbestos abatement. The method of acquiring the abatement is at the discretion of the Government. The contractor must have an asbestos abatement work plan that has been approved by EB prior to beginning any asbestos abatement work.

3. Backflow

The contractor shall have a backflow prevention device installed on all contractor equipment that is connected to Tobyhanna Army Depot's (TYAD) water distribution system. The contractor shall have a water meter installed to monitor water consumption during all phases of the contract. Water use will be reported monthly to the Environmental Branch.

4. Burning

The contractor must not burn refuse and debris anywhere on TYAD.

5. Buy Recycled-Content Materials

The Contractor must comply with Resource Conservation and Recovery Act (RCRA) Section 6002 (42 U.S.C. 6962, Federal Procurement) in the acquisition of materials with recycled content to meet the standards of Executive Order 13693, Planning for Federal Sustainability in the Next Decade; March 19, 2015. Specific designated items in this contract for which recycled content standards have been established have been set forth in the specification (e.g., insulation, roofing materials, carpet, carpet pad, paint, floor tiles, shower and restroom dividers). Recovered Material Certification: As required by the RCRA, the contractor must certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications (see Federal Acquisition Regulation (FAR) Provision 52.223-4, Recovered Material Certification). Prior to application for final payment, the contractor must provide a report in accordance with FAR Clause 52.223-9, Estimate of Percentage of Recovered Material Content for Environmental Protection Agency (EPA) Designated Items, to the Contracting Office. Compliance with this program does not relieve the contractor from meeting all other specification requirements.

6. Cultural Resources

The contractor must not adversely affect any property listed on the National Register of Historic Places (NRHP) or properties eligible for inclusion on the NRHP without consultation and approval from the EB through the COR. If there is a discovery of any historic properties, including archeological sites and graveyards, work will cease immediately until requirements of National Historic Preservation Act, as amended, have been met. All archaeological artifacts found at TYAD or TYAD-controlled properties are U. S. Government property until a determination is made otherwise.

7. Demolition Notification

If a project involves the demolition of any load-bearing structural members, whether or not asbestos is present, 25 days prior to the demolition, the Commonwealth of Pennsylvania Asbestos Abatement and Demolition/Renovation Notification Form 2700-FM-BAQ0021 must be submitted to EB as specified in the Unified Facilities Guide Specification 02 82 13.00 10. The contractor may obtain a copy of the form from the EB.

8. Drinking Water

The contractor must not perform any work on the TYAD potable water system prior to obtaining approval from the EB and the Installation Planning and Maintenance Division certified operator through the COR. If a permit is required due to construction or proposed chemical feed changes, it will be the responsibility of the contractor to obtain all permits associated with the project.

Permit applications will first be reviewed and approved by the Environmental Branch before being submitted to regulatory authorities. Any piping or additions added to the TYAD water system must be disinfected following American Water Works Association circular C651-14 "Disinfecting Water Mains." Construction will be kept outside of drinking water wellhead protection zones when feasible. All new buildings and remodeled buildings will be equipped with a water meter that can easily be read from the exterior of the building.

9. Endangered Species

The contractor is responsible for meeting requirements of the Endangered Species Act of 1973. The contractor must not disturb any endangered species, their habitat or offspring during the implementation of this contract.

10. Emergency/Spills

All emergencies and spills must be reported to the TYAD Fire Department by calling 911 from a TYAD phone or (570) 615-7300. If a 911 call is placed on a cell phone, the call will go to the Monroe County Emergency Office. Notify the Monroe County Emergency Office that you are at TYAD and the call will be forwarded to TYADs Fire

Department. The contractor must ensure all personnel working on site are trained in the proper procedure according to 29 CFR 1910.120 (if applicable) to initiate a spill response to handle the hazardous substances they are working with. The contractor will take the necessary actions to prevent and contain spills of hazardous materials.

11. Energy Efficiency

The Energy Policy Act of 2005 section 109 and the Energy Independence and Security Act of 2007 require all new construction at federal facilities to be 30% better than ASHRAE 90.1.

Energy Policy Act of 2005 section 104 and the Energy Independence and Security Act of 2007 require all new equipment to be Energy Star qualified when available. This is applicable to heating, ventilation and air conditioning equipment, plumbing, building materials, lighting, commercial food service equipment and appliances.

12. Environmental Automation and Control Systems

The contractor will not alter, modify, remove or tamper with any environmental automation or control system unless previous arrangement have been made with EB. This includes sensors, programmable logic controllers, equipment housing, power supplies, meters or other hardware/sensor technology.

13. Erosion and Sedimentation Control

The contractor shall protect streams, lakes and wetlands from sediment discharges caused by the contractor's activities. The contractor shall also provide (where applicable) an erosion and sedimentation control plan in compliance with state and local laws and regulations, to the COR for approval prior to executing any soil-disturbing activities. The contractor must submit a National Pollutant Discharge Elimination System Permit to the Pennsylvania Department of Environmental Protection (PADEP) prior to any construction activity that encompasses more than one acre. All permits must be reviewed and approved by the EB prior to being sent to any regulatory authority. The contractor shall not disturb any wetlands. Contractor will remove all silt fencing and other temporary control measures once the site is stabilized. Contractor will remove all spoils from TYAD unless a previously approved disposal site has been established.

The contract COR will be responsible for management and control of the spoils disposal site.

14. Fluorescent and Mercury-Bearing Lamps

The contractor is to collect, containerize, manage and recycle fluorescent and mercury-bearing lamps in accordance with 40 CFR 273, Standards for Universal Waste Management. A copy of the manifest/Bill of Lading must be given to the EB through the COR five days in advance of shipment by the contractor so that it can be reviewed for accuracy and completeness. The contractor must install low mercury bulbs when available.

15. Hazardous Materials Stored and Labeled

The contractor must ensure all hazardous materials (HM) at the work site are properly stored and labeled. The contractor must not leave any HM behind at the completion of the job for any reason. HM must not be stored outside without adequate secondary containment and shelter.

16. Hazardous Waste

The contractor must ensure that all hazardous wastes (HW) at the work site are properly stored and labeled in a pre-approved location designated by the EB. The contractor must provide copies of any shipping documents for HW/Universal Waste/Toxic Substances Control Act waste. If the TYAD EPA number is being used for shipping purposes, only EB is authorized to sign a manifest and the manifest (or copy) must be supplied prior to the day of shipment for review.

The EB will keep originals. If HW or waste requiring special handling (e.g., asbestos) is being turned over to the government for disposal, the contractor must notify the EB through the COR when the waste is ready to be moved.

17. ISO 14001

TYAD is an ISO 14001 certified facility. All contractor and subcontractor employees on site must comply with TYAD Regulation 200-5, "Environmental Management System (EMS)." The contractor may obtain these regulations through the project COR.

18. Limit of Disturbance

The contractor must confine the limit of disturbance of the project to the smallest area possible.

19. Mercury-Bearing Equipment

The contractor must not install any equipment, switches, or devices (including thermostats) that contain mercury or lead.

20. Safety Data Sheets (SDSs)

The contractor must submit SDSs for all hazardous materials proposed for use, including paints, solvents, adhesives, etc., to the EB through the COR five working days prior to material being brought on post. The contractor must keep a copy of all SDSs required for the project at the jobsite.

21. Migratory Bird Protection

The contractor is responsible for meeting requirements of the Migratory Bird Treaty Act of 1918 (as amended). The contractor must not disturb any migratory bird, their nesting area or offspring during the implementation of this contract.

22. National Pollutant Discharge Elimination System (NPDES) Permits

The contractor must not perform any work on existing NPDES structures or treatment units unless previously approved in writing by the Installation Planning and Maintenance Division certified operators and the Environmental Branch. This includes work within the sewage treatment plant, sewage lift stations, sewage conveyance pipes, Industrial Operations Facility pretreatment plant, and storm water sewer systems. If a permit is required, it will be the responsibility of the contractor to obtain all permits prior to work being performed. All permit application packages must first be reviewed by the Environmental Branch prior to being sent to any regulatory authority.

23. Net Zero Water

The contractor will minimize the use of potable water during the construction project. Water used during the construction project will be monitored and measured using portable water meters if possible. Installed restroom equipment will consist of high-efficiency fixtures that use reduced volumes of water. Employ strategies that in aggregate use 20% less water than the water use baseline calculated for the building after meeting the Energy Policy Act of 1992 fixture performance requirements. Automatic hands-free flushometers will not be used. Water-free urinals will not be used. Flushometers will be the piston variety that fail in the closed position. New building construction and renovations will include installation of a water meter that is capable of being read from the outside of the building.

24. Noise

The contractor must not allow the noise level to exceed 65 decibels at any point outside TYAD property. If noise levels exceed 65 decibels, a plan must be prepared by the contractor to mitigate the noise levels and submit to the EB for approval through the COR. The contractor will monitor the fence line to confirm this limit.

25. Ozone Depleting Substances (ODS)

The contractor must be responsible for ensuring that all personnel who perform maintenance and repair activities on refrigeration equipment have been trained and certified by an EPA-approved Section 608 program. The contractor must not use Class I or Class II ODS or install equipment that contains Class I or II ODS.

25. Paints

The contractor must not use paints containing zinc chromate or strontium chromate pigments and paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal).

26. Pest Management

At no time during the execution of this contract must the contractor provide a food source or harborage for any pests. The contractor must coordinate through the COR to the EB prior to application any pesticide usage. Pesticides are required to be approved by the EB. The contractor must report all usage of pesticides through the COR to the EB. After completion of the contract, the contractor must ensure there is no passage for pests to enter facilities or structures related to work performed by the contractor.

27. Polychlorinated Biphenyls (PCBs)

The contractor must not bring items containing PCBs onto TYAD. Light ballasts that are clearly marked "Contains no PCBs," or that are marked with a manufacture date after 1978 must be disposed of by the contractor as construction demolition debris. Any light ballast that is not marked as containing no PCBs that has a manufacture date prior to 1978, or that cannot be determined whether it contains PCBs, must be disposed of by the contractor at an approved and licensed facility for PCBs. The contractor must submit a shipping manifest and certificate of disposal of the PCB-containing items to the EB through the COR.

28. Recycling

The contractor must comply with TYADs general recycling plan for recyclable materials such as aluminum, steel, cardboard, paper, plastic and wood. The contractor should contact the EB for additional information on the recycling of materials through the COR. The COR will coordinate with EB to have the contractor recycle metals, cardboard, etc., through TYADs recycling program. All Construction and Demolition (C&D) material transferred from a construction project into the TYAD recycling program must be segregated and material type and weights submitted to the project COR for consolidation. Any material entering the TYAD recycling program that is not documented and properly reported will be absorbed into the TYAD recycling program and not count towards the C&D requirement of the project. Clean wood shall be recycled by the contractor off TYAD property.

29. Refuse and Construction Demolition Debris Removal and Disposal

During the performance of all construction, renovation and demolition projects, a minimum of 60 percent of all non-hazardous construction demolition debris shall be diverted from the landfill for reuse or recycling. The contractor shall provide written certification to the COR of the type and tonnage of debris reused or recycled from the contract. All refuse and the construction demolition debris not recovered for reuse or recycling shall be disposed of at a PADEP permitted and Monroe County Municipal Waste Management Authority authorized facility. The contractor shall comply with the Monroe County Solid Waste Management Plan and PA Act 90, including all licensing requirements. Monroe County has specific landfills that is must be transported to per Monroe County guidance which is available on the county website (<http://www.thewasteauthority.com>) and any contractors can call the Monroe County Municipal Waste Management Authority at (570) 643-6100. The contractor shall provide a disposal certificate or landfill weight slip to the COR for all solid waste disposed of during the performance of this contract. The COR will then provide copies of the disposal certificate or landfill weight slips with the quarterly consolidated C&D report from The Installation Planning and Maintenance Division to EB.

30. Removal Materials

The contractor must remove from the site prior to the acceptance of work by the Government, all materials not identified to remain in place, including excess paints, building materials and equipment purchased by the contractor for the execution of this project.

31. Site Preservation and Restoration

The contractor must ensure that the land resources associated under this contract be preserved in their present condition, or be restored to a like condition after completion of construction. This post construction appearance will appear to be natural and not detract from the appearance of the project.

32. Trees and Shrubs Protection

The contractor must be responsible for the protection of all trees and shrubs on site. The contractor must not allow any heavy equipment, vehicular traffic or stockpiling of materials within ten feet from the drip line of any tree. The contractor must not allow any toxic materials to be stored within 100 feet (35.5 meters) of the drip line of any tree. The contractor must not nail protective devices, signs, utility boxes or other objects to trees to be retained on the site.

33. Unexploded Ordnance (UXO)

All work that is done in the UXO area must include the support and clearance by a UXO technician. In addition, all personnel entering the UXO area must have UXO recognition training. The COR will escort the contractor to the EB for UXO recognition training. The COR will provide a map of the UXO area to the contractor.

34. Water Quality

The contractor shall not pollute streams, lakes or reservoirs. All work under this contract shall be performed in such a manner that pollution will not be created in streams, surface waters or underground water located within, or

adjacent to the project area. The contractor shall not spill, emit, dump or otherwise discharge any hazardous, toxic, harmful or unauthorized pollutant, substance or material, including petroleum products, cleaning agents or paints, onto the ground, into the air or into any waters or nearby storm drain. The contractor shall execute any preventative measures required to prevent any hazardous, toxic or harmful material stored or used on the project site from entering any stormwater drain. Nothing shall be allowed to spill, emit, dump or otherwise discharge any hazardous, toxic or harmful material or pollutant into any sink, toilet, drain, utility or receptacle without written permission from the EB through the COR. The contractor shall protect streams, lakes and wetlands from sediment discharges caused by his activities.

APPENDIX B

CONTRACTOR SAFETY STANDARDS FOR TYAD

June 2018

Below are the contractor requirements for any work done on Tobyhanna Army Depot (TYAD). It is the responsibility of the contractor to enforce the below requirements. Failure to enforce safety requirements on the depot can result in termination of the contract.

Important Phone Numbers

Emergency: 911

Security: 570-615-7550

Fire Department – (Non-Emergency): 570-615-7300 Safety: 570-615-7027

Changes in this document for June 2018:

The contractor is solely responsible for jobsite safety S10.0.

Update on the red card program in S 10.0.5.

Update on confined space S 10.6.3.

Subcontractors are the responsibility of the prime contractors, S 10.10.4.

S.10.0 THE CONTRACTOR IS SOLELY RESPONSIBLE AND LIABLE FOR JOB- SITE SAFETY.

Review of the project plans and other documents by the Tobyhanna Safety Office does not constitute an acceptance of Federal responsibility or liability for the adequacy of the safety measures identified for the job or for the Contractor's compliance with OSHA rules and regulations. The Contractor remains solely responsible and liable for job-site safety at all times during the term of the contract.

Contractors shall comply with the following:

1. Tobyhanna Army depot has restrictions on the use of fossil fuels in all buildings. The contractor must follow the TYAD fossil fuel memorandum of understanding.
2. All direct construction supervision including subcontractors must have completed the OSHA 10 hour safety course for construction. These certificates must be submitted with the site safety plan BEFORE construction starts.
3. Red card program - Tobyhanna Army Depot utilizes a program to allow employees to stop an action which is considered unsafe. Employees carry small red cards that can be thrown down when the employee sees an action they consider unsafe. Work ceases until TYAD management can decide if it is safe or not. Contractors are required to comply with this. If a Tobyhanna employee presents his red card to a contractor, the contractor must stop working until the COR and the safety office can determine if there is a safety hazard or not.

S.10.1 CODE COMPLIANCE

Tobyhanna Army Depot requires full contractor compliance with all safety regulations and standards. The Contractor is responsible for maintaining, monitoring and enforcing all rules, regulations and codes, by ALL personnel working for the contractor including all subcontractors. These codes include:

- Title 29 Code of Federal Regulations-1910 (OSHA General Industry Standards)
- Title 29 Code of Federal Regulations-1926 (Construction Industry Standards)
- National Fire Protection Association Codes
- Uniform Facilities Code

- Other codes as required to maintain safety standards.

S.10.2 JOB HAZARD ANALYSIS (JHA)

Prior to the start of work, the contractor shall prepare a JHA for each phase of work that will be done under the contract. A phase is any operations involving a certain type of work. Examples include demolition, excavation, masonry work, concrete pouring, roofing, and electrical wiring. Work done by each subcontractor is also a phase. The JHA will:

1. List the activity being performed and identify the sequence of work steps.
2. List the hazards associated with each step, and the procedures and training required to eliminate or reduce the risk to an acceptable level.

S.10.3 SAFETY PLAN

Contractors will submit a written Contractor Safety Plan prior to beginning construction. The plan must follow the guidelines in OSHA 1926.

1. Who will implement the plan, including who is responsible for safety and accident prevention.
2. A means for coordinating and controlling subcontractors and suppliers.
3. Safety training.
4. Who will investigate accidents.
5. Emergency response.
6. Job site cleanup and safe access.
7. Public safety requirements such as signs and barricades.

S.10.4 FALL PROTECTION

1. Personnel performing any work on elevated surfaces, six (6) feet or more above a lower level, shall comply with 29 CFR §§ 1926.500 through 1926.503.
2. There are no certified anchorage points or permanent guardrail systems on any TYAD roof. Most roofs of the depot are more than 20 feet high.
3. Contractors and their employees must be protected from falling off the edge of the roof, regardless of how briefly the employees are at the edge of the roof.

S.10.5 ELECTRICAL SAFETY

Follow the current Tobyhanna Army Depot standard. This standard is based on NFPA 70E.

S.10.6 DEPOT REQUIRED PERMITS/APPROVALS

Permits are required for:

1. Excavation: Contractors must utilize the PA 1 Call system and coordinate with contracting officer representative (COR) for excavations prior to any groundbreaking including digging, drilling and stake driving. See appendix L for permitting details.
2. Trenching: Contractors must obtain approval from the TYAD Safety and Occupational Health Office (SOHO) before any trenching deeper than 5 feet. The contractor must have a trenching plan and the appropriate safety equipment. The contractor is to request approval from the (SOHO) by e-mail through the contracting officer representative.
3. Confined space: Contractors must obtain approval from the TYAD Safety and Occupational Health Office (SOHO) before entering any confined space. The contractor must have a confined space plan and the appropriate safety equipment. The contractor is to request approval from the (SOHO) by e-mail through the contracting officer representative.
4. Burning/fire: Hot work permits must be obtained daily from the Fire Department.
5. Cranes: Use of cranes on the depot: See S.10.13
6. Army Radiation Permits: Non-Army agencies (including other military Services, vendors, and civilian contractors) require an Army Radiation Permit (ARP) to use, store, or possess ionizing radiation sources on TYAD (see 32 CFR 655). Non-Army applicants will apply by letter with supporting documentation to the Depot Commander. The letter should be submitted so that the Depot Commander receives the application at least 30 days

before the requested start date of the permit. The ARP application will specify start and stop dates for the ARP and describe the intended use of the radioactive material.

For sealed sources of radiation, i.e. Moisture Soil Density Gauges, the application must include a valid Nuclear Regulatory Commission (NRC) Radioactive Materials License that allows the applicant to use the source as specified in the ARP application, current leak test certificates, operator training records and calibration certificates for any equipment that may be utilized at TYAD.

For machine produced ionizing radiation sources, i.e. X-ray Equipment, the application must include the appropriate state authorization that allows the applicant to use the source as specified in the ARP application along with operator training records and calibration certificates for any equipment that may be utilized at TYAD.

ARPs will not be issued for more than 12 months at a time.

S.10.7 CONFINED SPACES

1. All Confined Spaces at TYAD are considered as Permit-Required Confined Spaces.
2. Contractors must fully comply with all OSHA regulations for Confined Space Operations, including on-site use and availability of a Confined Space Entry Permit / Checklist.
3. The contractor must request access from the TYAD SOHO before entering any confined space area. The contractor is to request approval from the SOHO through the Contracting Officer Representative (COR). The Contractor or COR will also notify the Fire and Emergency Services Branch of the Confined Space Entry.
4. Upon completion, the contractor will notify the SOHO and discuss whether any new hazards were added to the Confined Space and will submit the completed Confined Space Entry Permit / Checklist.

S.10.8 LOCKOUT/TAGOUT PROCEDURE

1. The Contractor shall perform this work in accordance with 29 CFR § 1910.147, The Control of Hazardous Energy.
2. The Contractor shall notify the COR that a lockout/tagout system is going to be used.
3. The contractor is to request the COR to notify them if TYAD is using any lockouts/tag outs in the construction area.
4. The Contractor shall locate and identify all isolating devices.
5. The Contractor shall shut down the equipment normally.
6. The Contractor shall isolate all energy using appropriate methodology.
7. After all work is complete, the Contractor shall remove the energy isolating device and restore the equipment to service.
8. The Contractor shall notify the COR that energy is again restored.

S.10.9 PROTECTION TO THE DRINKING WATER SYSTEM

The contractor will not perform any work on the depot potable water system until prior approval is obtained from the Environmental Branch and the certified operator through the Directorate, Installation Services COR.

S.10.10 PROTECTION OF PERSONNEL

At no time is any depot employee to be put at risk to illness or injury. No construction actions are exempt from this requirement.

1. Where pedestrian and driver safety is endangered, use appropriate traffic barricades. Use anchor barricades to prevent displacement by wind. Notify the COR prior to beginning such work.
2. Where demolition is required, continuously evaluate the condition of the structure being demolished and take action to protect personnel working around the project site. No structural element will be left standing without sufficient support to prevent collapse.
3. Personal Protective Equipment for visitors: three complete sets of personal protective equipment shall be available to visitors for entry to the regulated area. Visitors shall be provided with training equivalent to that provided to Contractor employees in the use of Personal Protective Equipment and the site safety and health requirements.

4. Subcontractors are the responsibility of the prime contractor and must follow the same regulations the prime contractor does.

S.10.11 FIRE AND EMERGENCY SERVICES

Hot Work Permits will be issued by Fire Department upon request. HWP requests must be made at least thirty (30) minutes prior to the expected start time by contacting the fire department.

1. Contractors are required to have fully charged and operable contractor provided fire extinguisher(s) that are appropriate for the type of possible fire. Fire extinguisher shall be immediately available for inspection by the fire department upon an inspection of the work site and remain at the work site. At a minimum, a ten (10) pound class 4A: 60B: C multi-purpose dry-chemical fire extinguisher or equivalent shall be provided. Contractors shall provide an appropriate number of fire extinguishers.
2. A fire watch must be in place during the hot work and for 30 minutes after the HWP operation. Upon completion of the thirty (30) minute, post hot work fire watch, the contractor shall contact the fire department to report the work is complete.
3. The fire department will be notified when flammable or hazardous materials are used.
4. Use of a plasma torch will require special approval by the fire department.
5. Any fire, even one that is extinguished, must be reported to the fire department.
6. Ambulance services are provided at a cost to contractors. The contracted ambulance service provider will transport to the nearest hospital. Advanced Life Support, helicopter transport, etc. is all at the contractor's expense.
7. The fire department will respond to all fire, ambulance, hazmat and confined space incidents.

S.10.12 IF AN INCIDENT HAPPENS

1. Any serious injury or medical emergency:
 - a. Dial 911 and give accurate location and nature of emergency. Make sure to tell the operator that you are calling from Tobyhanna Army Depot.
 - b. Send someone to the nearest exit to assist responders.
 - c. Treat victims to the best of your ability.
 - d. Call the work order desk at 570-615-7805 if there is any blood or body fluids that must be cleaned up.
2. In the event of the smell of natural gas:
 - a. Call dial 911.
 - b. Have all personnel evacuate the area if the smell is significant.
 - c. Assist the fire company to determine the leak as appropriate.
3. In the case of a fire:
 - a. If the fire is small, use a fire extinguisher and call 911.
 - b. Otherwise, dial 911 and pull the fire alarm.
 - c. Evacuate the building.

S.10.13 CRANE LIFT OPERATIONS AT TOBYHANNA ARMY DEPOT

1. A Lift Plan for Crane Operations will be submitted to the SOHO at least five business days prior to a lift operation. It shall include:
 2. A description of the operation to be performed, specific personnel assignments (Lift Director, Safety Coordinator, Operator, rigger, etc.) and signaling and any other details pertaining to activities during the lift.
 3. A drawn Site Plan with specifications including work zone, support equipment locations, evacuation area, traffic control, electrical power line clearances (if applicable), lift path, surface conditions at crane location, etc.
 4. Training/Certifications (scans) for crane operator and other lift-team members included in the lift operation.
 5. Equipment nomenclature and a certificate of comprehensive annual inspection records, including any deficiencies and corrective action.
 6. Load chart for crane, with target capacities specific to the crane/boom configuration and lift details clearly marked.
 7. Lift calculations, including rigging components and configuration.
 8. Weather conditions are always part of the ongoing safety assessment and may result in rescheduling of the lift.
 9. Only approved operators are allowed to operate or move the crane for any reason.

A Production Lift Plan pertains to repetitive lifts within a work project and may be outlined with one lift plan depicting the nomenclature and general capacities of the equipment to be utilized. Besides the eight items above, the plan will also include how often the crane will be used and how traffic and personnel safety will be handled.

S.10.14 APPLICATION OF ANY ODOR PRODUCING MATERIAL

Any application of any paint, epoxy, adhesive or anything else that produces an offensive odor must be coordinated with the COR or POC before starting. This is particularly true of the construction work in a building occupied by Tobyhanna employees.

IN ANY CONFLICT BETWEEN STANDARDS, THE STRICTER OF THE TWO SHALL APPLY. IF UNSURE CONTACT THE TYAD SOHO AT 570-615-7027

APPENDIX C

TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR RESTRICTIONS

1. NON-RESIDENT/NON-IMMIGRANT ALIENS

a. All non-resident/non-immigrant aliens must have approval prior to being permitted access to Tobyhanna Army Depot (TYAD). Such approval must be obtained by requesting access through the following: apply at the alien-resident's embassy; proceed to the U.S. Embassy; proceed to the Department of the Army; proceed to Army Materiel Command; proceed to U.S. Communications-Electronics Command; proceed to TYAD.

b. All non-resident/non-immigrant aliens granted access to TYAD are required to be escorted by Government personnel. One Government escort can accommodate a maximum of two non-resident/non-immigrant aliens.

c. Due to limited availability of Government personnel, contractors shall not be permitted to employ non-resident/non-immigrant aliens as part of the contractor's on-site workforce. Limited exceptions to this restriction may be considered on a case-by-case basis. Such exceptions shall only be considered where a specialized skill or trade is not otherwise available, and even under such circumstances would only be considered for very limited duration, e.g., a few hours/days. However, even if limited exception is considered, access may still be denied. Contractors whose personnel are either denied entry to TYAD or permitted limited entry to TYAD due to the security requirements pertaining to non-resident aliens/non-immigrants are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or other contractual remedies as appropriate.

d. Due to limited availability of Government personnel, visitors requiring escort may not be permitted access, or access may be limited to a certain time and duration.

2. FOR THE PURPOSE OF FORMAL ESCORTED SITE VISITS

Resident aliens (immigrants) in possession of a valid Form I-551, Alien Registration Receipt Card ("Green Card"), are not required to obtain approval as set forth in paragraph 1.a. above (but see paragraph 5, below). Such individuals must have proper identification in addition to a valid form I-551 in their physical possession at all times while at TYAD. Individuals lacking proper identification and valid form I-555 will be denied access to TYAD.

3. SECURITY SEARCHES, IN-PROCESSING, AND SECURITY SCREENING

All persons seeking entrance to TYAD must submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All visitors and contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense in-processing

by TYAD Security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied.

Any Contractors who will be working on site, company representatives who will be visiting periodically, and any companies or contractors requesting or requiring TYAD badges for other business reasons must submit a completed TYAD form 648-C to their contract or depot point of contact. The completed form must be submitted at least five (5) workdays in advance of on-site performance for each employee intended for onsite performance or five (5) workdays in advance of visits or other business at the depot. Any contractor employee (s) already on site who have not been screened, will be subject to security screening. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on site who fail screening will not be permitted further access to TYAD.

4. SUBMISSION OF BIDS OR PROPOSALS

Bidders/offerors who hand carry bids or quotes do so at their own risk. Bidders/offerors are solely responsible for the timely submission of bids /proposals/quotations, any delays security measures notwithstanding.

5. CONTRACTOR ON-SITE WORKFORCE - ADDITIONAL SECURITY REQUIREMENTS

A. This section is in addition to the requirements above regarding non-resident aliens (non-immigrants) for on-site performance. Prior to the commencement of performance under the contract and within seven (7) workdays of contract award, the Contractor shall submit to the Chief, Security Division, Tobyhanna Army Depot, a roster of all contractor personnel, inclusive of on-site supervisory or managerial personnel and sub-contractor personnel, that the Contractor anticipates will be performing work on-site. The roster shall indicate which individuals are U.S. citizens and which are resident aliens (immigrants). The following documentation shall accompany the roster for each individual named on the roster as a resident alien (immigrant):

- a) A copy of a verifiable form of identification, such as a driver's license or a passport; and
- b) A copy of a valid Department of Justice Immigration and Naturalization Service Form I-551, Alien Registration Receipt Card ("Green Card").

Contractors who fail to identify any and all resident aliens (immigrants) who will be used for on-site performance and who will seek access to Tobyhanna Army Depot as a worker for or through the contractor, inclusive of managerial and subcontractor personnel, may be subject to civil and criminal penalties and sanctions as well as contract remedies

B. Within five (5) workdays of the submission of the roster, documentation, and TYAD form 648-C, the Government will have completed the security check and the Contractor shall be notified whether all listed personnel will be permitted to work on-site. However, actual access to Tobyhanna Army Depot by the roster personnel will remain contingent upon such resident alien (immigrant) individuals presenting two (2) forms of identification as they process into the Depot through the Security building: a valid Form I-551, Alien Registration Receipt Card ("Green Card") in addition to at least one other verifiable form of identification

C. The roster that the Contractor submits is amendable. However, up to five (5) workdays will be required to perform a security check on any personnel added to the roster. The Contractor is urged to include contingency or "back-up" personnel in the original roster in order to avoid delays due to roster amendment

D. Contractors whose personnel are denied entry to TYAD due to the security requirements are not relieved of their obligation to provide the required

contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or be subject to other contractual remedies as appropriate.

CONTRACTOR VEHICLES, TRAILERS AND EQUIPMENT

All contractor owned, rented or leased vehicles, trailers and/or equipment for use on site, shall be identified with the contractor's company name, job site description, point of contact and phone number where the contractor can be reached 24 hours a day. The contractor shall ensure all referenced items are to be checked for proper operation, leaks, etc. prior to delivery to Tobyhanna Army Depot. The contractor shall coordinate with the Contracting Officer's Representative or assigned Government point of contact prior to leaving any of the referenced items unattended at the site.

SECURITY REQUIREMENTS

ANTITERRORISM (AT) / OPERATIONS SECURITY (OPSEC) REQUIREMENTS

All security training certificates shall be provided to the Contracting Officer's Representative (COR)/Point of Contact (POC) and the Contract Specialist/Purchasing Agent.

Antiterrorism (AT) Level I Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level I awareness training prior to contract report date. This training is required for any additional or new contractor employees, who start after that period. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR/POC within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website:

<https://jkodirect.jten.mil> for CAC holders. Non-CAC holders may go to <http://jko.jten.mil/courses/at11/launch.html> for their training. Upon request, the contractor will be provided one copy of the AT level I training slides for use with employees who may not have computer access. TYAD will not be responsible for printing copies of slides for training purposes. TYAD reserves the right to provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record, or contractor equivalent. As applicable, contractor employees must complete annual AT awareness training as it pertains the length of the contract.

iWATCH Army Training. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH Army Program. This will consist of utilizing the tools and media products on the informational iWATCH Army website to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. The iWATCH training is available at the following website: <https://myarmyonesource.com> select Family Programs and Services, in the drop down boxes select: Go To, iWATCH Army –“See Something, Say Something”. Additional guidance and support can be provided by the TYAD Antiterrorism Officer (ATO) at the contractor's request. The contractor shall notify the COR/POC within 10 calendar days of the completed training for any new employees or subcontractor personnel to assure the ELTY form 583 or contractor equivalent is properly documented. TYAD reserves the right to provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record or contractor equivalent.

Operations Security (OPSEC) Training. Per AR 530-1, Operations Security, contractor employees must complete Level I OPSEC training prior to the contract report date and for any additional or new contractor employees, who start after that period. All contractor employees must also complete annual OPSEC awareness training. The training is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm>. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR/POC within 10 calendar days after completion of training by all employees and subcontractor personnel. The contractor will be provided a copy of the OPSEC training slides for use with employees who may not have computer access. TYAD will not be responsible for printing copies of slides for training purposes. TYAD reserves the right to

provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record or contractor equivalent.

Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by TYAD Security Branch. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by the government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

INSURANCE REQUIREMENTS - CONTRACTING OFFICER'S NOTICE

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- (a) **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.** Contractors are required to comply with applicable Federal and State Worker's Compensation and Occupational Disease Statutes. If the Employer's liability section of the insurance policy, except then contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit Worker's Compensation to be written by private carriers.
- (b) **GENERAL LIABILITY.** Bodily Injury Liability Insurance Coverage written on the comprehensive form of policy of at least \$500,000 per occurrence shall be required. Property Damage Liability Insurance is not normally required.
- (c) **AUTOMOBILE LIABILITY.** Automobile Liability Insurance written on the comprehensive form of policy is required. The policy shall provide for Bodily Injury and Property Damage Liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

WAGE RATES

Wage rates can be found on the Service Contract Act side of <https://www.sam.gov>

Wage Determination No.: 2015-5797 Revision No.: 21 Date Of Last Revision: 12/27/2022

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
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	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (Deviation 2018-O0021)	MAR 2023
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-19 (Dev)	Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	DEC 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
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
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
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	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
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
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) 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.

(d) If the Offeror indicates ``yes" in paragraph (c) 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)

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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.

(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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).

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that--

(1) It [____] is, [____] is not an inverted domestic corporation; and

(2) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

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

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

The award will be based on the best value to the Government, considering price and past performance, to the responsible offeror otherwise conforming to all solicitation requirements. The Government reserves the right to

award to other than the lowest price or earliest delivery.

The start date will be 5 days after acceptance of award. The completion date shall be on or before May 30th, 2023 as specified in this solicitation.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2023-O0002) (DEC 2022) ALTERNATE I (OCT 2014)

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

(a) Definitions. As used in this provision -

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

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

Forced or indentured child labor means all work or service -

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

Sensitive technology -

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

Service-disabled veteran-owned small business concern -

- (1) Means a small business concern -
 - (i) Not less than 51 percent of which is owned by one or more service - disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern -

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by -
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

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

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

Note to paragraphs (c)(8) and (9):

Complete paragraphs (c)(8) and (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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

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

[☐] Black American.

[☐] Hispanic American.

[☐] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

[☐] Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 -

(1) Previous contracts and compliance. The offeror represents that -

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge

and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United

States” are defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.”

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

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

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.

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

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

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

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

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

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

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

[☐] Offeror is an agency or instrumentality of a foreign government;

[☐] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[☐] Sole proprietorship;

[☐] Partnership;

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

[☐] Corporate entity (tax-exempt);

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

[☐] Foreign government;

[☐] International organization per 26 CFR 1.6049-4;

[☐] Other _____.

(5) Common parent.

[☐] Offeror is not owned or controlled by a common parent;

[☐] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) Representation. The Offeror represents that -

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: [____] Yes or [____] No.

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

Highest-level owner CAGE code: ____ .

Highest-level owner legal name: ____ .

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that -

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

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

(2) The Offeror represents that -

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

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

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

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

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

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____ .

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

(s) [Reserved]

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible 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)

52.217-8 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 10 days.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2023)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business 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 its field of operation, 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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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, or 150 employees for information technology value-added resellers under NAICS code 541519, 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--

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

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

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

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

(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--

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

(ii) It [____] is, [____] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

(d) 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)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

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

(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.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

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

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

WG-11 \$28.05 Hourly

(End of clause)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

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.

(b) 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.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://acquisition.gov>

(End of clause)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items— **Invoice as 2 in 1 (service)**

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W25G1V
Admin DoDAAC**	W25G1V
Inspect By DoDAAC	_____
Ship To Code	W25G1V
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact. david.k.kern2.civ@mail.mil

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

WAWF Acceptor michael.j.boylan.civ@army.mil

Administered by michael.j.clark238.civ@mail.mil

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

(End of clause)

AMC-LEVEL PROTEST PROGRAM (JUL 2012) ACC-APG TYD 5152.233-4001

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. 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 General Accounting 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 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840
E-mail: amcprotests@conus.army.mil

The AMC-Level Protest Procedures are accessible via the Internet at:
www.amc.army.mil/amc/commandcounsel.html. If Internet access is not available, contact the Contracting Officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of clause)