



SOLICITATION

GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDING SERVICES NORTHWEST ARCTIC REGION

FACILITIES MANAGEMENT SERVICES PROGRAM SERVICE CONTRACTS BRANCH (10PMM)

1301 A STREET

TACOMA, WASHINGTON 98402

ISSUANCE OF THIS SOLICITATION DOES NOT WARRANT THAT FUNDS ARE PRESENTLY AVAILABLE FOR AWARD OF A CONTRACT. AWARD OF A CONTRACT SHALL BE SUBJECT TO THE AVAILABILITY OF APPROPRIATED FUNDS, AND THE GOVERNMENT SHALL INCUR NO OBLIGATION UNDER THIS SOLICITATION IN ADVANCE OF SUCH TIME AS FUNDS ARE MADE AVAILABLE TO THE CONTRACTING OFFICER FOR THE PURPOSE OF CONTRACT AWARD.

DESCRIPTION

SOLICITATION NO:

47PL0223Q0011

PROJECT:

Point Roberts Janitorial & Related Services

LOCATION:

**Tyee Dr & Roosevelt Rd Point Roberts, WA 98281
(WA0119PR)**

PERIOD OF PERFORMANCE:

**Base Year - August 1, 2023 – July 31, 2024
Option Year- August 1, 2024 - July 31, 2025
Option Year- August 1, 2025- July 31, 2026
Option Year- August 1, 2026- July 31, 2027
Option Year- August 1, 2027 - July 31, 2028**

SOLICITATION ISSUE DATE:

January 30, 2023

QUOTE PACKAGE DUE DATE/TIME:

March 1, 2023 @ 2:00 PM PACIFIC

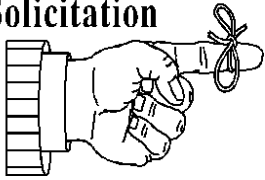
NOTE: ANY QUESTIONS REGARDING THIS SOLICITATION MAY BE DIRECTED TO THE FOLLOWING GSA PERSONNEL BY **February 13, 2023:**

Contact

Charles Enoch, Contract Officer, (253) 347-7259; charles.enoch@gsa.gov

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Notice Concerning Solicitation



ATTENTION QUOTERS: This notice has been prepared to point out some of the important sections or requirements of this solicitation or to provide you with additional information related to this proposed contract. Please note that it is not inclusive - you are cautioned to carefully read the entire solicitation in order to be fully aware of all requirements, provisions, and clauses.

SOLICITATION NO. 47PL0223Q0011

GENERAL SERVICES ADMINISTRATION'S MISSION

To provide quality services required by our clients in a timely manner and to ensure the best value to the Federal Government and the public thereby enhancing our clients' ability to accomplish their mission.

"SHALL" "WILL" and "MUST"

Throughout this solicitation, the terms "shall" "will" and "must" are used. "Shall" "will" and "must" denote the imperative. They indicate an obligation to act. In this solicitation, and any resulting contract, "shall" "will" and "must" have the same meaning.

SOLICITATION ISSUED ELECTRONICALLY

This solicitation is being issued electronically as of the solicitation issue date on the title page. The quoter shall not alter the solicitation or any component thereof (i.e. drawings, etc.). The Government's version of the solicitation and accompanying components take precedence if a discrepancy arises between the version issued by the Government and the signed documents submitted by the quoter.

INFORMATION COLLECTION REQUIREMENTS

The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

SYSTEM FOR AWARD MANAGEMENT (SAM) REPLACES CCR and ORCA

In accordance with FAR Parts 1, 2, 4, 13, 32, and 52 contractors must have an active profile in the SAM database prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement. **No award will be made to any contractor without an active profile in SAM.**

SAFEGUARDING DOCUMENTS

Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective bidders/quoters (and their subcontractors and suppliers). In support of this requirement, GSA requires bidders/quoters to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, to include:

- 1) Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information.

- 2) Making every possible effort that is reasonable and prudent to prevent unauthorized disclosure of this information.
- 3) Upon award and completion of any appeals process, unsuccessful bidders/quoters making every reasonable and prudent effort to destroy or render useless all information/documentation received during the solicitation and/or appeals process; and
- 4) The awardee continuing the efforts required above throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the awardee.

PERFORMANCE BASED SPECIFICATIONS

Note that the service specifications included in this solicitation are performance-based specifications. These specifications express the Government's requirements in the form of minimum quality standards. Work schedule, frequencies, resources utilized, and methods of performance are to be determined by quoters.

OVERVIEW

The objective of this acquisition is to award one Indefinite Delivery/Indefinite Quantity (IDIQ) single award, in accordance with Federal Acquisition Regulation (FAR) 16.504, for the services described herein.

This requirement is a women owned small business set-aside, with a NAICS code of **561730**, with a size standard of \$8 M.

CURRENT CONTRACTOR

The current contractor is Green Connection, Inc. located in Anchorage, Alaska. Because the specifications are performance based it is the responsibility of the quoter to review the entire solicitation and base their quote on the solicitation.

NOTICE CONCERNING COMPLETION OF SOLICITATIONS

Quoters are cautioned to carefully read the entire solicitation in order to be fully aware of all requirements, provisions and clauses. Fill-ins should be properly completed and verified. All copies should contain the same information. Verify calculations before signing your bid.

CONTRACTOR DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

NUMBER.

Enter your DUNS number on the solicitation offer form. If you do not know or do not have a DUNS number please contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to you. For information on obtaining a DUNS number, you should call Dun and Bradstreet at 1-866-705-5711. Be prepared to provide the following information: (1) Company name, (2) Company address, (3) Company telephone number, (4) Line of business, (5) Chief executive officer/key manager, (6) Date the company was started, (7) Number of people employed by the company, (8) Company affiliation.

FAIR LABOR STANDARDS/SERVICE CONTRACT ACT PRICE ADJUSTMENT PROVISIONS

This is a multiyear service contract that may exceed a year in length if options are exercised, quoters should note the price adjustment provisions in Section K of this solicitation and Exhibit 2, Applicable Wage Determination.

PROMPT PAYMENT DISCOUNT

The SF 1449 of the solicitation and possibly the solicitation pricing page(s) are to be used to offer prompt payment discounts. Payment terms are set forth in the Prompt Payment clause in

this solicitation. Quoters are cautioned against inserting any statement that indicates that payment is due sooner than the time stipulated in the Prompt Payment clause. EXAMPLE: Inserting "Net 20" may cause the offer to be rejected as unacceptable, because the entry would be contrary to the 30-day payment terms specified in the Prompt Payment clause.

OPTION TO EXTEND SERVICES

Quoters should note that Section I of this solicitation includes FAR 52.217-8, Option to Extend Services, which allows the Government the unilateral option to extend the term of any resultant contract up to six months, exclusive of any other option provisions which may be included as part of any resultant contract.

NOTICE TO PROCEED (NTP)

Notice to Proceed (NTP) will NOT be issued until the COR has officially notified the CO that approved clearances for proposed employees have been received and approved.

PREPARATION COSTS

This RFQ does not commit the Government to pay for the preparation and/or submission of a quotation.

SITE VISIT

A Site Visit will be held on 2/09/2023 at 12:00AM PST at Point Roberts LPOE, Tyee Dr & Roosevelt Rd Point Roberts, WA 98281. Pre-registration is required for all attendees. Interested parties must complete attachment 5 and send to the Contracting Officer via email, charles.enoch@gsa.gov by 2/07/2023, 2:00PM PST in order to attend. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access to the site visit. Prospective offerors are encouraged to make an on-site, in-depth review of the facility, requirements, etc.

B. SERVICES, ORDERING AND PRICING

Description of Services

The Contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools, equipment, and subcontracts necessary to provide Janitorial and related services described in this solicitation at:

Tyee Dr & Roosevelt Rd Point Roberts, WA 98281 (WA0119PR)

Offerors must price option year requirements for each additional twelve-month period by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S.

Department of Labor for the initial twelve-month period of performance will apply to all additional twelve-month periods. The minimum wage rates and fringe benefits applicable to the initial twelve-month period of performance are outlined on the Wage Determination (See Attachment 2).

In the event the option(s) are exercised by the Government, the contract price(s) will be adjusted upward or downward at the time the option is exercised in accordance with the clause entitled FAR 52.222-43 Fair Labor Standard Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts).

OFFER FOR ABOVE STANDARD AND ADDITIONAL SERVICES

Schedule of Pricing: Additional Service Line Items

The contractor must provide all management, supervision, labor, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of Additional Service Line Items. The Unit Price shall be the fully burdened rate which includes profit and G&A. The Contractor must provide Additional Service Line Items in accordance with the requirements of this solicitation at:

Tyee Dr & Roosevelt Rd Point Roberts, WA 98281 (WA0119PR)

ADDITIONAL SERVICES LINE ITEMS

- A. Quote a per hour price for providing services that are in addition to the services specified herein as standard services.
- B. If additional services are ordered, the Contractor shall invoice for these items separately. These items are not funded with the base services awarded under this contract.
- C. The additional and above standard services provision is to be used to satisfy the Government's short-term non-recurring needs for service. Should a continuing need for additional and above standard services arise, a contract modification will be negotiated with both parties in agreement.
- D. Follow-on hourly rates may be adjusted on the anniversary date using current wage determination.
- E. See Attachment 1 for Electronic Offers Sheet

FOR ORDERS \$2,500.00 OR LESS -

Requests for above standard service may be placed orally by the COR when the amount of the order totals \$2,500.00 or less.

The preferred method of payment for the Government for orders totaling \$2,500.00 or less is the GSA SmartPay® Charge Card Program. Every effort should be made to encourage the Contractor to set up a credit card payment system. If processing payment via the GSA SmartPay® Charge Card Program, Contractors are reminded that they must not process the charge until completion of work.

If the Contractor is unable to receive credit card payments, funds will be disbursed via certified invoice for orders under \$2,500.00. If the invoices are over \$2,500.00, a GSA 300 form will be issued.

FOR ORDERS EXCEEDING \$2,500.00 –

Pursuant to FAR 52.216-18 Ordering found in Part B of the contract, all orders which exceed \$2,500.00 must be placed by the Contracting Officer or a designated ordering official by issuance of a GSA Form 300 Order for Supplies or Services. This separate task/delivery order

will identify the specific accounting and appropriation data for the project services.

The GSA Form 300 will describe the services to be provided and will establish the maximum number of hours for which the Contractor will be compensated.

C. CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (OCT 2018) ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have 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 following clauses are incorporated into 52.212-4 as an addendum to this contract:

FAR 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):

www.acquisition.gov/far/
www.acquisition.gov/gsam/

The Contractor agrees to comply with the clause that is incorporated herein by reference to implement agency policy applicable to the acquisition of commercial items and services. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

FAR Number	Title	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.215-2	Audit and Records—Negotiation	OCT 2010

52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-50	Combating Trafficking in Persons	JAN 2019
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT®—Registered Imaging Equipment	JUN 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance—Work on a Government Installation (In accordance with the paragraph entitled INSURANCE REQUIREMENT of the solicitation, liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. See FAR 52.228-5 and GSAR 552.228-76).	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-5	Payments to Small Business Subcontractors	Jan 2017
52.242-13	Bankruptcy	JULY 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.246-4	Inspection of Services- Fixed Price	AUG 1996
52.246-25	Limitation of Liability—Services	FEB 1997
General Services Administration Acquisition Regulation (GSAR)		
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	JUL 2021
552.215-70	Examination of Records by GSA	JUN 2016
552.228-5	Government as Additional Insured	JAN 2016
552.232-72	Final Payment Under Building Services Contracts	MAR 2012

Clauses Incorporated in Full Text

FAR 52.209-7 Information Regarding Responsibility Matters

INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

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

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of \$30,000.00;
 - (2) Any order for a combination of items in excess of \$100,000.00 or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (e) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-20 DEFINITE QUANTITY (OCT 1995)

- (a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.
- (b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after *July 31, 2027*.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; ***provided***, that the Contractor shall not be required to make any deliveries under this contract after **January 31, 2029**.

(End of clause)

FAR 52.217-8 Option to Extend Services

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 **60 days**.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

(End of clause)

INSURANCE REQUIREMENTS

Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. (See FAR 52.228-5 Insurance Work on a Government Installation and GSAR 552.228-76 Insurance). Evidence of insurance will be required following contract award.

GSAR 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS. (MAY 2019)

- (a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:
- (b) Clauses (X indicates incorporation):
- 552.203-71 Restriction on Advertising
 - 552.211-73 Marking
 - 552.219-70 Allocation of Orders—Partially Set-Aside Items
 - X 552.228-70 Workers' Compensation Laws
 - X 552.229-70 Federal, State, and Local Taxes
 - X 552.232-8 Discounts for Prompt Payment
 - 552.232-23 Assignment of Claims
 - X 552.232-72 Final Payment
 - X 552.237-71 Qualifications of Employees

In accordance with GSAR 552.203-71, Restriction on Advertising, the contractor is precluded from referring to GSA contracts in commercial advertising in a manner that states or implies the Government approves or endorses the product or service or considers it superior to other products or services. The contractor may not disseminate or advertise any information written approval of the Contracting Officer. The contractor may not photograph the project site other than as required by the contract or as directed by the Contracting Officer. Access to Federally controlled space is governed by stringent security requirements. The contractor is prohibited from bringing individuals to the project/contract site for the purpose of marketing, self promotion, media tours, and any other event or activity without the express written consent of the Contracting Officer. All media inquiries should be directed to the Contracting Officer. Any request for access to the project/contract site, other than to perform work related to the contract, shall be made in writing to the Contracting Officer.

(End of clause)

GSAR 552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEPT 2003)

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

(a) *Clauses.*

- 552.223-70 Hazardous Substances
- 552.223-71 Nonconforming Hazardous Material
- 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
- 552.238-72 Identification of Products that have Environmental Attributes

GSAR 552.217-71, NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to purchase additional quantities of supplies or services and to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that

performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of clause)

GSAR 552.252-6 Authorized Deviations in Clauses

AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (AUG 2020)

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

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

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

2015). (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

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

- ☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- ☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).
- ☒ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ☐ (5) [Reserved].
- ☒ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).
- ☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ☐ (10) [Reserved].
- ☐ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-3](#).
- ☐ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-4](#).
- ☐ (13) [Reserved]
- ☒ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) of [52.219-6](#) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-6](#).
- ☐ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ☐ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☐ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Jun 2020) of [52.219-9](#).
- ☐ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ☐ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☒ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- ☐ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (May 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ☐ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ☐ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small

Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).

___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

___ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of [52.222-26](#).

X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

___ (ii) Alternate I (Jul 2014) of [52.222-35](#).

X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (Jul 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

-X- (35) (i) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

___ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

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

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

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

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

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

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

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

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

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

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

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

___ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L.

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (May 2014) of [52.225-3](#).

___ (iii) Alternate II (May 2014) of [52.225-3](#).

___ (iv) Alternate III (May 2014) of [52.225-3](#).

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

___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations,

and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

___(55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).

X(56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___(57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X(58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

___(59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___(60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___(61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___(62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___(63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___(ii) Alternate I (Apr 2003) of [52.247-64](#).

___(iii) Alternate II (Feb 2006) of [52.247-64](#).

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

X(1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

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

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

___(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

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

X(7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

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

___(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

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

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

(xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and [E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

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

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

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247- 64](#).

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

(End of clause)

D. DOCUMENTS, APPENDICES, ATTACHEMENTS

APPENDIX 1 BUILDING INFORMATION SHEET

APPENDIX 2 PACKAGING AND MARKING

ATTACHMENT 1 ELECTRONIC OFFER SHEET (SEE SEPARATE ATTACHMENT)

ATTACHMENT 2 WAGE DETERMINATION (SEE SEPARATE ATTACHMENT)

ATTACHMENT 3 PERFORMANCE WORK STATEMENT (SEE SEPARATE ATTACHMENT)

ATTACHMENT 4 STANDARD FORM 1449 (SEE SEPARATE ATTACHMENT)

ATTACHMENT 5 SITE VISIT ATTENDANCE FORM (SEE SEPARATE ATTACHMENT)

APPENDIX 1 BUILDING INFORMATION SHEET

The information contained below should be of interest, but in no way modifies the provision of FAR 52.237-1, Site Visits. Figures below are estimates based on the information that is currently available, therefore, it is the Contractors responsibility to verify all the information.

BUILDING DATA:

The figures below are estimates only and COR will provide access to assignment drawings and blueprints as needed.

Name and Building Number	Point Roberts Border Station WA0119ZZ
Building Location	Tyee Drive & Roosevelt
Number of Stories	One plus Basement
Normal Building Operating Hours	24 hours, 7 days per week, including Federal Holidays

1. BUILDING STATISTICS AND ITIMIZED WORK REQUIREMENTS:

INTERIOR SPACE	
CLEANABLE SQUARE FEET	10,207

MAJOR WORK ITEMS INCLUDED IN INTERIOR SPACE	
✓ Ash receptacles	✓ Laboratory space
✓ Brass polishing	✓ Office space and other room cleaning
✓ Carpet cleaning of common areas	✓ Open, close, & secure entrance doors
✓ Carpet spotting	✓ Recycling from building and desk side
✓ Carpet vacuuming (traffic & thorough)	✓ Recycle hauling to the recycling center
✓	✓ Rodent Control
✓ Clinical areas	✓ Room cleaning
✓ Drinking fountain/interior or exterior	✓ Snack bar/vending & break areas
✓ Dusting horizontal areas (70" & below)	✓ Stairways
✓ Elevators	✓ Storage space
✓ Elevator rug maintenance (vac/clean)	✓ Telephone areas
✓ Entrance rug maintenance (vac/clean)	✓ Toilet room cleaning & sanitation
✓ Entrances, lobbies and corridors	✓ Toilet room supply & restock
✓ Floor maintenance	✓ Trash collection from work areas
✓ Floor mats maintenance (vac/clean)	✓ Trash removal to local landfill facility
✓ Health units	✓ Venetian blinds dusting
✓ High cleaning (above 70 inches)	✓ Warehouse areas
✓ Initial pest inspection	✓ Windows (exterior) and (interior)

MAJOR WORK ITEMS INCLUDED IN EXTERIOR AREAS	
Task	Approximate Square Footage and Comments
✓ Ash receptacles	in exterior areas
✓ Exterior policing /Sweeping	42,638 sq. ft.
✓ Exterior Excrement as Required	42,638 sq. ft.
✓ Power cleaning/scrubbing	12,000 sq. ft.
✓ Sidewalks on Federal property	Sq. ft. and designate where the sidewalks are located.
✓ Sign Cleaning	Property signs located around property
✓ Power Wash - Hardscape	6,500 sq. ft. inside fenced area

CHILD CARE CENTERS: Reserved

APENDIX 2 PACKAGING AND MARKING

D.1. Payment of Postage and Fees

All postage and fees related to submitting information including, but not limited to, forms and reports to the CO or the COR, shall be paid by the Contractor.

D.2. Marking

All information submitted to the CO or the COR, shall clearly indicate the contract number of the contract for which the information is being submitted.

E. SOLICITATION PROVISIONS

Instructions for Submitting Quote

Questions should be submitted no later than February 13, 2023, in writing to charles.enoch@gsa.gov. Responses to questions will be posted to the SAM.gov, government point of entry. Any questions that result in a change to the RFQ will be posted to the SAM.gov system. The decision whether to address questions submitted after the question closing date shall be at the sole discretion of the Contracting Officer. The RFQ will remain unchanged unless amended in writing posted through the SAM.gov system. It is the responsibility of each contractor to review the SAM.gov system for notice of amendments or updates to the RFQ. The Government reserves the right to extend the solicitation prior to the posted closing date for any reason.

The Government reserves the right to respond only to questions relevant to Quote preparation.

Quote packages are to be furnished electronically to charles.enoch@gsa.gov no later than March 1, 2023, at 2:00 PM Pacific. All quote packages received after the due date and time will be considered late and will not be evaluated for award.

Provided below are instructions for the preparation and submission of quotes. The purpose is to establish requirements for the format and content of quotes so that quotes are complete, contain all essential information and can be evaluated equitably.

The quote package shall consist of two volumes (separate files). Volume I Price Quote and other quote package documents, and Volume II Technical Quote. Vendors will be required to submit quotes as delineated below.

- There is a **limit of 50 pages** on the technical quote. This limit is not intended to imply the Government is expecting technical quotes to be of a particular length. Instead, vendors are encouraged to make their quote packages only as voluminous as is necessary to

respond to the preparation instructions set forth in the solicitation.

Vendors shall submit two Volume II. Do not include any pricing information in the technical quote package (VOLUME II).

The RFQ package shall be as follows:

INCONSISTENCIES IN SPECIFICATIONS

Quoters are prohibited from modifying, in any way, shape, or form, any documents, printed or electronic, associated with this solicitation, including, but not limited to, the specifications and any amendment(s) thereto. The electronic solicitation documents, as posted on the SAM.gov system shall be the "official" documents for this solicitation. Any inconsistency between the official documents posted on the SAM.gov system and the contractor's copy of these documents shall be resolved by giving precedence to the official documents posted on the SAM.gov system.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference.

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):

www.acquisition.gov/far/

www.acquisition.gov/gsam/

FAR Number	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence certain Federal Transactions	SEPT 2011
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services.	NOV 2021

52.212-2, Evaluation – Commercial Items (Nov 2021).

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

(i) Price

(i) Technical capability of the item offered to meet the Government requirement;
(Your quote package, MUST include Past Performance. Information should clearly

show and demonstrate your company's ability to meet the stated requirements of section "Description of Services." Failure to provide enough information will result in a determination of quote being unresponsive to the solicitation.)

This will be awarded to the Lowest Priced Technically Acceptable. In order to be found technically acceptable the quote must demonstrate the contractor's ability to meet the requirements of the scope of work through Past Performance. In addition, the Program Manager will evaluate quotes to determine technical acceptability. It is on a pass/fail basis. If a quote fails, it will be determined to be not technically acceptable. Quotes will be looked at from the lowest price. All offers will be evaluated on their proposed Total Price. If the initial lowest price is found to be technically acceptable, award will be made to that vendor. Only one award will be made under this solicitation.

Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are **less important than price** Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.

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

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

(End of provision)

EVALUATION FACTORS FOR AWARD

Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will not perform a price realism analysis of the Offeror's proposal.

Unbalanced Prices

All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall consider the risks to the Government associated with the unbalanced

pricing in determining whether to consult with an offeror to request a revision to the pricing. An offer may be rejected if the contracting officer determines that the lack of balanced pricing exists, and the offeror refuses to correct the pricing.

Technical Evaluation Factors

STAFFING PLAN

- (1) This criterion will evaluate the offeror's overall strategy to keep office space clean, organized, safe and hygienic.

Submission Requirements:

- Description of staff structure, qualifications as specified in **section (C.1.1) of the PWS**, and relevant experience of all staff involved in the project; include the responsibilities that each staff member will have during the execution of this project.
- Provide a list of proposed sustainable products/ingredients defined in section (C.2.1) of the PWS that will be used on this contract

NOTE: After award, the Contractor shall be obligated to adhere to the proposed minimum qualifications for each position. No changes to specific personnel proposed for key positions may be made without the Government's consent.

PAST PERFORMANCE

- (1) This criterion will evaluate the quality of an offeror's past performance in performing services for **projects similar in size, scope and complexity**

Submission Requirements:

Quoters shall provide, **no more than three (3)** comparable references of which similar work has been performed. These references shall be for work performed for other governmental agencies or other commercial properties. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed.

PRICE

- (1) The offeror's Price List must contain line items for all services/labor categories and materials) to be furnished under the resulting award. All prices quoted should be inclusive of all labor, materials and equipment to successfully perform the services identified.
- (2) Offerors must quote prices for all line items in order to be considered for award. Offerors may not use pricing alternatives, which differ from these instructions. The Government reserves the right to accept or reject line-item prices at the time of award.

Special Standards of Responsibility and Responsiveness:

In accordance with FAR Part 9,

9.104-2 Special standards.

(a) When it is necessary for a particular acquisition or class of acquisitions, the contracting officer shall develop, with the assistance of appropriate specialists, special standards of

responsibility. Special standards may be particularly desirable when experience has demonstrated that unusual expertise or specialized facilities are needed for adequate contract performance. The special standards shall be set forth in the solicitation (and so identified) and shall apply to all offerors.

Contractor must meet the following in addition to the above:

- Active in System for Award Management (SAM)
- Contractors must respond to all evaluation factors and comply with all submission instructions

Only those quote packages that fully meet all submission and eligibility requirements as outlined in the RFQ will be considered responsive.

Contractor Teaming Arrangements

All Contractor Teaming Arrangements (CTAs) must be specifically identified as such and the CGTA document must be submitted to the government as part of the quotation package in response to the RFQ. The response should clearly identify that the contractors are proposing a "Contractor Team Arrangement as evidenced by the CTA document." The CTA document should designate all team members and their corresponding Schedule contract numbers and describe the tasks to be performed by each team member, along with the associated proposed prices (e.g., unit prices, labor categories, and hourly rates).

An authorized representative of each entity of the CTA must sign the quote package.

The CTA must also provide a certificate or statement that identifies a single point of contact, i.e., a principal representative (by name) of the CTA for purposes of resolution of contractual matters and payment issues.

Failure to comply with the requirements above may render the quote package ineligible for award.

AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award without discussions with the offeror. Therefore, the Offeror's initial proposal should contain the Offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

FAR 52.204-8 Annual Representations and Certifications

Complete (b)(2) and (d) as applicable (attach additional sheets if necessary).

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.

(2) The small business size standard is \$8.0M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in

this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations— Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to

solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran–Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment–Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services–Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

(End of Provision)

FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items (Nov2017)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

(6) 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

(7) 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.

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

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

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

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined

at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (u) 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 to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

(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, ☐ is not a women-owned business concern.

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

to more than 50 percent of the contract price:

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

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not, filed all required compliance reports.

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

- (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) *Reserved.*

(g) *Reserved.*

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

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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.

(A) 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.

(B) 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) *Reserved.*

(j) *Reserved.*

(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 the SAM database 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 Certification. 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 \$3,500 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code _____ (or mark "Unknown").

Predecessor legal name: _____.

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

(s) Reserved.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(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).

(End of Provision)

FAR 52.216-1 Type of Contract.

The Government contemplates award of a Firm Fixed Priced, Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

FAR 52.217-5 Evaluation of Options (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes FAR 52.217-8, Option to Extend Services. Evaluation of FAR 52.217-8 will be accomplished by using the prices offered for the last 6 months of the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Clause)