



US Army Corps  
of Engineers  
Clarks Ferry and Shady  
Creek Electrical  
Supplies  
**W912EK-23T0015**

# REQUEST FOR QUOTATION

PLEASE RETURN TO:

US Army Corps of Engineers  
Attn: Eric Gaul  
1500 Rock Island Drive  
Rock Island, Illinois 61201  
Email: [eric.j.gaul@usace.army.mil](mailto:eric.j.gaul@usace.army.mil)

## PLEASE INCLUDE THE FOLLOWING INFORMATION:

1. Complete Block 17a on the SF1449 - Enter Name, Address, and Current Phone Number of Person to Contact Regarding Proposal
2. Complete and sign Blocks 30a, 30b, and 30c on the SF1449
3. Complete Offeror Representations and Certifications (Clause 52.212-3) if your company has not completed the Representations and Certifications located with your company's SAM record (<https://www.sam.gov>).
4. Award will be made to the responsive, responsible vendor capable of providing the SOW requirements at the lowest price to the Government.
5. Please fill out the the below information completely and include this cover page with your offer, along with the above items that need to be filled out.
6. Include the Solicitation Number on the outside of your envelope or as subject line if submitting by email pdf format. It is the responsibility of the offeror to verify that their offer has been received and is legible when using a method other than electronic format to submit an offer.

***Contractors must be current in their registration in the System for Award Management (SAM) Database before a Government Contract award can be made.***<https://www.sam.gov/>

Please provide: Taxpayer ID Number: \_\_\_\_\_  
CAGE Code (SAM): \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone & Email: \_\_\_\_\_

### FOR ADDITIONAL INFORMATION, CONTACT:

***Eric Gaul - Phone: 309-794-5093 or***  
***Email: [eric.j.gaul@usace.army.mil](mailto:eric.j.gaul@usace.army.mil)***

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 50	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

CLAUSES INCORPORATED BY FULL TEXT

**MVR.03**

**QUESTION AND ANSWER  
via email**

Technical inquiries and questions relating to this solicitation are to be submitted to Eric Gaul, [eric.j.gaul@usace.army.mil](mailto:eric.j.gaul@usace.army.mil) no later than 12pm CT on 13 Dec 2022.

SCOPE OF WORK

**Scope Of Work**

- 1. Description of Purchase:** Provide Electrical Supplies for Clarks Ferry and Shady Creek Campground electrical upgrade.
- 2. Scope Work:**
  - a. Provide requested quantity of materials as identified in List of Materials (below) brand name justification or equivalent.
  - b. Offerors should provide drawings of I-Line panel layouts and all manufacturer instructions for the different items on the parts list.
  - c. **Supply of Materials for Shady Creek Campground will be delivered three (3) months after the contract award date. Supply of Materials for Clarks Ferry Campground will be delivered five (5) months after the contract award date.**
- 3. Delivery:** Request delivery or shipping of all materials identified in the scope of work (List of Materials) to: US Army Corps of Engineers, Mississippi River Project Office 25549 182<sup>nd</sup> Street, Pleasant Valley, IA 52767. Hours of delivery are 0700hrs to 1600hrs Monday thru Thursday and no federal holidays. **Cost for delivery or shipping must be included in quote.**
- 4. General security requirements and guidance:** The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government

representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

**Antiterrorism (AT) Level I training:** All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

**For Access and General Protection Policy and Procedures.** All Contractors and sub-contractor employees shall comply with installation and facility access guidelines and rules as stated herein. Contractor workforce must comply with all personal identity verification requirements as directed by Department of Defense, Department of the Army Headquarters, Rock Island District and/or local policy. In addition to the changes otherwise authorized by the Changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in Contractor security matters or processes.

In support of Rock Island District evaluation of personnel authorized for access to federal facilities, the Contractor shall submit background checks that have been conducted by a bonded third party within the last 6 months of Notice to Proceed date and authorize reports to be provided to the Rock Island District Security and Law Enforcement Office by the third party. The background check will cover, at a minimum, the ten years covering states the employee has lived in, national criminal records check which includes felony and misdemeanor offenses, Department of Motor Vehicles records, and a national sex offender registry check, submitted 14 days prior to accessing the project site.

**Identification Badges:** The Contractor shall be responsible for furnishing a photo identification badge/card to each employee prior to the employee's work on-site, and for requiring each employee engaged on the work to display identification. At a minimum, the badge shall have the following items shown, the employee's picture, employee's name, and company name working for. The badge will be prominently displayed unless restricted for safety concerns, in which case it will be available for immediate display upon request (carried on person).

As employees are added or deleted from the submitted and approved Access Control List (ACL), this information will be reported immediately to the Contracting Officer (KO). Added employees will not be permitted on-site until requirements of this paragraph are completed, submitted, and approved.

Disqualifying factors include, but are not limited to:

- (1) Criminal conduct, in particular violent crime and sex offenders.
- (2) Habitual use of intoxicating beverages to excess as evidenced by Driving under the influence or public intoxication records; or
- (3) Any illegal activity or other disqualification which makes the individual unfit for service (e.g. drug trafficking or procurement fraud).

In addition to the submitted background checks, supplemental agency checks may be performed at the discretion of the Rock Island District security personnel. The Contractor agrees to cooperate and ensure that Contractor personnel provide any documentation required to complete these checks. Any person lacking proper identification credentials or deemed a security threat may be denied access to the project. Such action in no way relieves the Contractor from performance of the Contract. The Rock Island District retains the right to deny any Contractor and sub-contractor employee from working on a contract awarded by the Rock Island District based on final background investigation results. All information received as a result of a background check will be handled according to Privacy Act regulation.

In the event that an unexpected change in personnel is required, due to sudden absence of a critical path employee, the Contractor shall immediately contact the Contracting Officer to coordinate obtaining written approval from the Security Office for new/additional personnel to be brought on site prior to background check acceptance. Contractor shall submit *Personnel Change Request Form* and will receive written authorization from the Security Office prior to bringing new personnel on site and ensure a background check is sent to the Rock Island District Security Office no later than ten days from written notice of approval. The Rock Island District reserves the right to terminate access of the employee upon completion of the Government's review of the background check and the Contractor shall be notified immediately of any such Government decision.

In the event of an unforeseen change in work site conditions which may require a contract modification, and the contractor is required to immediately add personnel, a Personnel Change Request Form will be submitted to and approved by the Security Office prior to bringing new personnel on site and ensure a background check is sent to the Rock Island District Security Office no later than ten days from written notice of approval. The Rock Island District reserves the right to terminate access of the employee upon completion of the Government's review of the background check and the Contractor shall be notified immediately of any such Government decision.

Subcontractor personnel not expected to be on the worksite for more than 15 days may be allowed on site with the following conditions:

- 1) Employee will be on site a total of 15 days or less, for the duration of the project.
- 2) Employee is added to the ACL as a short-term employee.
- 3) Employee is escorted while on site. This is defined as being in the line of sight of an identified contractor employee who has a background check on file with the Rock Island District (as noted on the ACL).
- 4) Each contractor employee can sponsor only five short term employees at a time.

Foreign National employees: Due to a difference in background check procedures for long term foreign national employees, all such employees must provide a photocopy of their passport to the Rock Island District Security Office NLT 30 days prior to arrival on site. Short term foreign national employees (e.g. specialists with a two week period of performance) may work on site with the following conditions:

- 1) Foreign national employee will be on site a total of 15 days or less, for the duration of the project.
- 2) Foreign national employee will comply with E-verify requirements E-verify paragraph).
- 3) Approved and identified contractor employee shall escort the foreign national employee at ALL times while on site.
- 4) Each contractor employee can sponsor only one short term foreign national at a time.

*Personnel Change Request Form*

Contract # \_\_\_\_\_

Date \_\_\_\_\_

We, \_\_\_\_\_, respectfully request to add/replace (circle one) personnel to the jobsite due to the following situation:

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Personnel to be conditionally added to the ACL (escorted by):

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Background checks (if required for a long-term employee) shall be submitted by close of business on (insert proposed date): \_\_\_\_\_

\_\_\_\_\_  
(Insert signature block)

**Pre-screen candidates using E-Verify Program:** Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

**\*\*\*\*Add the following to the bottom of the security clause section in each contract\*\*\*\***

To protect the privacy of the Contractor, all Contractor employees, and all sub-contractor employees, background checks, OPSEC SOPs, E-verify, and I-9 forms shall be submitted with a coversheet stating the contract number (e.g. W912EK-15-C-XXXX), title of project, and the company's point of contact information, in a sealed envelope/container and mailed to:

U.S. Army Corps of Engineers  
Rock Island District  
Security Office  
1500 Rock Island Drive  
Rock Island, IL 61201

5. **Invoicing/Payment Processing:** Invoices are to be submitted via email to [michael.l.lindsey@usace.army.mil](mailto:michael.l.lindsey@usace.army.mil)
6. Please ensure that your invoice reflects the company name(s) and physical address.
7. **Requested by:**  
Mike Lindsey  
Plant and Facilities Management Specialist  
US Army Corps of Engineers, Mississippi River Project Office  
25549 182<sup>nd</sup> Street, Pleasant Valley, IA 52767  
309-794-5523

## *List of Materials*

### **Shady Creek Campground Parts List**

## A. Service/Feeders/Branch Circuits

1. Square D I-Line Service Entrance Panel, Park 1 Entrance (To Be Factory Assembled, Blanks and Blank Extensions to be Provided by Factory During Factory Build)
  - a) HCP36868M (800 Amp Main Breaker, Bottom Feed, 72" Total Bus Stack Height, For Single Phase System Using Phases A and C, 120/240VAC) (1)
  - b) ILMLC3W (Service Entrance Barrier Kit) (1)
  - c) HCW8SN (Solid Neutral Assembly, Must Include Bonding Strap) (1)
  - d) PK32DGTACU (I-Line Grounding Kit) (1)
  - e) HC4286WP (NEMA 3R/5/12 Enclosure) (1)
  - f) BGA160201 (B Frame, 65kA @240Vac, 600Vac Max Rated, 1 Pole, 20A, Connected to "A" Phase of I-line Bus Stack) (1)
  - g) BGA160205 (B Frame, 65kA @240Vac, 600Vac Max Rated, 1 Pole, 20A, Connected to "C" Phase of I-line Bus Stack) (1)
  - h) BGA260302 (B Frame, 65kA @240Vac, 600Vac Max Rated, 2 Pole, 30A, Connected to "A and C" Phase of I-line Bus Stack) (2)
  - i) BGA260602 (B Frame, 65kA @240Vac, 600Vac Max Rated, 2 Pole, 60A, Connected to "A and C" Phase of I-line Bus Stack) (1)
  - j) QGA221252 (Q Frame, 65kA @240Vac, 240Vac Max Rated, 2 Pole, 125A, Connected to "A and C" Phase of I-line Bus Stack) (1)
  - k) QGA222252 (Q Frame, 65kA @240Vac, 240Vac Max Rated, 2 Pole, 225A, Connected to "A and C" Phase of I-line Bus Stack) (1)
  - l) JGA262502 (J Frame, 65kA @240Vac, 600Vac Max Rated, 2 Pole, 250A, Connected to "A and C" Phase of I-line Bus Stack) (4)
2. Square D I-Line Service Entrance Panel, Park 2 Middle (To Be Factory Assembled, Blanks and Blank Extensions to be Provided by Factory During Factory Build)
  - a) HCP18688M (800 Amp Main Breaker, Bottom Feed, 36" Total Bus Stack Height, For Single Phase System Using Phases A and C, 120/240VAC) (1)
  - b) ILMLC3W (Service Entrance Barrier Kit) (1)
  - c) HCW8SN (Solid Neutral Assembly, Must Include Bonding Strap) (1)
  - d) PK32DGTACU (I-Line Grounding Kit) (1)
  - e) HC4268WP (NEMA 3R/5/12 Enclosure) (1)
  - f) BGA160201 (B Frame, 65kA @240Vac, 600Vac Max Rated, 1 Pole, 20A, Connected to "A" Phase of I-line Bus Stack) (1)
  - g) JGA262502 (J Frame, 65kA @240Vac, 600Vac Max Rated, 2 Pole, 250A, Connected to "A and C" Phase of I-line Bus Stack) (5)
3. Square D I-Line Service Entrance Panel, Park 3 End (To Be Factory Assembled, Blanks and Blank Extensions to be Provided by Factory During Factory Build)
  - a) HCP18688M (800 Amp Main Breaker, Bottom Feed, 36" Total Bus Stack Height, For Single Phase System Using Phases A and C, 120/240VAC) (1)
  - b) ILMLC3W (Service Entrance Barrier Kit) (1)
  - c) HCW8SN (Solid Neutral Assembly, Must Include Bonding Strap) (1)
  - d) PK32DGTACU (I-Line Grounding Kit) (1)
  - e) HC4268WP (NEMA 3R/5/12 Enclosure) (1)
  - f) BGA160201 (B Frame, 65kA @240Vac, 600Vac Max Rated, 1 Pole, 20A, Connected to "A" Phase of I-line Bus Stack) (1)
  - g) JGA262502 (J Frame, 65kA @240Vac, 600Vac Max Rated, 2 Pole, 250A, Connected to "A and C" Phase of I-line Bus Stack) (5)

## B. Termination/Splicing/Sealing

1. Ideal
  - a) 31-605 Duct Seal (8)
2. TE Connectivity / Tyco Electronics
  - a) CPGI-GTAP-1 (Water Resistant Splice and Tap Kit #14 - #2 AWG) (24)



3. Burndy
  - a) Burndy YRB31U29 (350KCMIL to 250KCMIL Dual Rated Crimp Reducer) (15)
4. IlSCO Connectors/Accessories
  - a) ASN-6 (24)
  - b) ASN-4 (52)
  - c) ASN-2 (24)
  - d) ASN-1 (24)
  - e) ASN-1/0 (12)
  - f) ASN-2/0 (24)
  - g) ASN-4/0 (24)
  - h) ASN-250 (24)
  - i) ASN-300 (30)
  - j) ASN-350 (54)
  - k) ACM-4 (120)
  - l) ACO-350 (360)
  - m) AU-2/0 (60)
  - n) AU-350 (180)
  - o) PED4-350SS-DB (10)
  - p) DE-OX-8OZ (Oxide Inhibitor, Petroleum Base, AL & CU) (8)
5. 3M Heat Shrink and Tape
  - a) UF1-Splice Kit-6 Kits (UPC 054007-42920) (2 Cases)
  - b) ITCN-0400-48"-Black-5 Pcs (UPC 054007-08902) (2 Cases)
  - c) ITCN-0800-48"-Black-5 Pcs (UPC 054007-08903) (6 Cases)
  - d) ITCN-1100-48"-Black-5 Pcs (UPC 054007-08904) (2 Cases)
  - e) ITCN-1500-48"-Black-5 Pcs (UPC 054007-08905) (12 Case)
  - f) ITCN-2000-48"-Black-5 Pcs (UPC 054007-08906) (1 Case)
  - g) Scotch 103C Linerless Splice Tape 3/4" x 30' Rolls (15 Rolls)
  - h) Scotch Super 88 Vinyl Electrical Tape 3/4" x 66', BLACK (20 Rolls)
  - i) Scotch 35 Vinyl Electrical Tape 3/4" x 66', RED (20 Rolls)
  - j) Scotch 35 Vinyl Electrical Tape 3/4" x 66', WHITE (20 Rolls)
  - k) Scotch 35 Vinyl Electrical Tape 3/4" x 66', GREEN (20 Rolls)
- C. Conductors
  1. 14-3 UF-B (250 Feet)
  2. 12-3 UF-B (250 Feet)
  3. 10-3 UF-B (250 Feet)
  4. 8-3 UF-B (250 Feet)
  5. 6-3 UF-B (250 Feet)
  6. #12 AWG, Copper, THHN/THWN-2, Solid, Black (500 Feet)
  7. #12 AWG, Copper, THHN/THWN-2, Solid, Red (500 Feet)
  8. #12 AWG, Copper, THHN/THWN-2, Solid, White (500 Feet)
  9. #12 AWG, Copper, THHN/THWN-2, Solid, Green (500 Feet)
  10. #4 AWG, Copper, USE-2, Stranded, Black (9,000 Feet)
  11. 2/0 AWG, Copper, Bare, Stranded (250 Feet)
  12. 2/0 AWG, Copper, USE-2, Stranded, Black (100 Feet)
  13. 4/0 AWG, Copper, USE-2, Stranded, Black (100 Feet)
  14. 250 KCMIL, Copper, USE-2, Stranded, Black (100 Feet)
  15. 300KCMIL, Copper, USE-2, Stranded, Black (1,000 Feet)
  16. #6 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  17. #4 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  18. #1 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  19. #2 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  20. 2/0 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)

21. 4/0 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
22. 250 KCMIL, Aluminum, USE-2, Stranded, Black (100 Feet)
23. Southwire 350 KCMIL AL 600V-UD Triplex (ALL THREE CONDUCTORS ARE ALUMINUM 350 KCMIL: 350 KCMIL/350 KCMIL/350 KCMIL) (9,000 Feet)

D. Grounding

1. Bridgeport
  - a) MCH-075 (Raintight Grounding Connector) (6)
2. nVent/Erco
  - a) 613403 (3/4" x 10', Copper-Bonded, 13 Mil Plating Ground Rod) (9)
  - b) HDC34SP (3/4" Ground Rod Clamp, #8 Solid – 3/0 Stranded) (12)

E. Raceway and Fittings

1. 3/4" PVC, Schedule 80
  - a) 10 Feet Sticks (10)
  - b) 45 Degree Elbow (9)
  - c) 90 Degree Elbow (4)
  - d) Carlon E945EX (Male Terminal Adaptor End Expansion Fitting) (4)
  - e) Couplings (26)
  - f) Male Adaptors (Connectors) (20)
  - g) Threaded Female Adaptors (6)
  - h) Threaded Plastic Insulating Bushings (20)
  - i) Steel Lock Rings (20)
2. 1" PVC, Schedule 80
  - a) 10 Feet Sticks (6)
  - b) 45 Degree Elbow (5)
  - c) 90 Degree Elbow (3)
  - d) Carlon E945FX (Male Terminal Adaptor End Expansion Fitting) (2)
  - e) Couplings (16)
  - f) Male Adaptors (Connectors) (4)
  - g) Threaded Female Adaptors (4)
  - h) Threaded Plastic Insulating Bushings (4)
  - i) Steel Lock Rings (10)
3. 1.5" PVC, Schedule 80
  - a) 10 Feet Sticks (6)
  - b) 45 Degree Elbow (5)
  - c) 90 Degree Elbow (3)
  - d) Carlon E945HX (Male Terminal Adaptor End Expansion Fitting) (2)
  - e) Couplings (16)
  - f) Male Adaptors (Connectors) (4)
  - g) Threaded Female Adaptors (4)
  - h) Threaded Plastic Insulating Bushings (4)
  - i) Steel Lock Rings (10)
4. 2" PVC, Schedule 80
  - a) 10 Feet Sticks (3)
  - b) 45 Degree Elbow (3)
  - c) 90 Degree Elbow (3)
  - d) Carlon E945JX (Male Terminal Adaptor End Expansion Fitting) (2)
  - e) Couplings (12)
  - f) Male Adaptors (Connectors) (4)
  - g) Threaded Female Adaptors (4)
  - h) Threaded Plastic Insulating Bushings (4)
  - i) Steel Lock Rings (10)
5. 3" PVC, Schedule 40

- a) 10 Feet Sticks (20)
  - b) Carlon E997L (Molded End Bells) (240)
  - c) 45 Degree Elbows (24)
  - d) 90 Degree Elbows (35)
- 6. 3" PVC, Schedule 80
  - a) 10 Feet Sticks (24)
  - b) Carlon E945LX (Male Terminal Adaptor End Expansion Fitting) (25)
  - c) Couplings (100)
  - d) Male Adaptors (Connectors) (50)
  - e) Threaded Plastic Insulating Bushings (50)
  - f) Steel Lock Rings (40)
- 7. 3/4" RMC, Galvanized
  - a) Threaded Couplings (5)
  - b) Threaded Plastic Insulating Bushings (4)
  - c) Insulated Grounding/Bonding Bushing (4)
  - d) Chase Nipple (10)
  - e) nVent/Caddy CD1B37 (3/4" EMT/RMC Bolt Close Conduit Clamp) (10)
- F. Concrete Anchors
  - 1. Red Head WW-5842 (Wedge Type Expansion - 5/8" Dia x 4.25" Long) (60)
  - 2. Diversified Fastening Systems 56234AS (Hammer Pin Set 5/16" Dia x 2.75" Long) (250)
- G. Power-Strut
  - 1. PS-200-EH-10-PG (Elongated Holes, 10 Feet Sticks, Pre-Galvanized) (39)
  - 2. PS 500 EH-10-PG (Elongated Holes, 10 Feet Sticks, Pre-Galvanized) (6)
  - 3. PS 2190 Five-Hole Flat Corner Connector (24)
  - 4. PS 854 Five-Hole Flat Connector (42)
  - 5. PS 620 Two-Hole Connecting Plate (30)
  - 6. PS 3033 SQ (Squared Post Base) (18)
  - 7. PS 619 Square Washer
    - a) 1/4" (150)
    - b) 3/8" (150)
  - 8. PS 2504 Guided Square Washer
    - a) 1/4" (150)
    - b) 3/8" (150)
  - 9. PS 1300 Universal Clamp for EMT/IMC/GRC
    - a) 3/4" (20)
    - b) 1" (10)
    - c) 1.5" (10)
    - d) 2" (10)
    - e) 3" (60)
    - f) 3.5" (60)
  - 10. PS RS Clamping Nut with Long Spring
    - a) 1/4"-20 (150)
    - b) 5/16"-18 (150)
    - c) 3/8"-16 (150)
- H. Fasteners
  - 1. Threaded Rod, Galvanized (All Thread)
    - a) 1/2"-13 x 10' (14)
  - 2. Lock Washer
    - a) 1/4" (200)
    - b) 5/16" (200)
    - c) 3/8" (200)
    - d) 1/2" (200)

3. Fender Washer
  - a) 1/4" (200)
  - b) 5/16" (200)
  - c) 3/8" (200)
  - d) 1/2" (200)
4. Flat Washer
  - a) #8 (100)
  - b) 1/4" (200)
  - c) 5/16" (200)
  - d) 3/8" (200)
  - e) 1/2" (200)
5. Hex Nut
  - a) #8-32 (100)
  - b) 1/2"-13 (200)
6. Philips/Slotted Head Screw
  - a) #8-32 x 1.25" (100)
7. Hex Head Cap Screw
  - a) 1/4"-20 x 1.25" (200)
  - b) 5/16"-18 x 1.25" (200)
  - c) 3/8"-16 x 1.25" (200)
- I. Miscellaneous
  1. Pass and Seymour 2097TRWRGRY (20 Amp, 125V, Self-Test Weather Resistant GFCI) (4)
  2. Bell 5386-0 (1-Gang, WP Deep Box, Three 3/4" Threaded Outlets - Top/Bottom/Back) (4)
  3. Intermatic WP1010MXD (Extra-Duty, Die-Cast, Single-Gang In-Use Cover) (4)
  4. Dottie GP1250 (12.5" Solid Ground Pigtail w/Ground Screw) (1 Bag of 25)
  5. Cantex 7210413 (1 Quart of PVC Glue) (4)
  6. 3M 2210 (Roll of Vinyl Mastic Tape 4" Wide x 10' Long x 0.090" Thick) (4)
  7. 3M T/R+BOX (UPC 051128-54454, Case of 100 Tan/Red Wire Connectors) (1 Case)
  8. 3M CC-2 (UPC 054007-49563, Cable Prep Kit, Case of 10) (10 Cases)
  9. #6 x 1.25" Wood Screws, #2 Philips Head (100)
  10. #8 x 2" Wood Screws, #2 Philips Head (100)
  11. Square D LK225AN (Neutral Lug Kit #4 AWG – 300 KCMIL, Dual Rated) (15)
  12. 5/16" Dia. x 6" Long SDS Concrete Drill Bit (20)
  13. 5/8" Dia. x 6" Long SDS Concrete Drill Bit (4)
  14. Ideal 31-375 (Aqua-Gel II Cable Pulling Lube, 5 Gallon Bucket) (4)
  15. 18" diameter x 42" tall Precast Light Post base with two (2) 180-degree conduits and base plate anchors (55)

## **Clark's Ferry Campground**

- A. Service/Feeders/Branch Circuits
  1. Square D I-Line Service Entrance Panel (To Be Factory Assembled, Blanks and Blank Extensions to be Provided by Factory During Factory Build)
    - a) HCP18688M (800 Amp Main Breaker, Bottom Feed, 36" Total Bus Stack Height, For Single Phase System Using Phases A and C, 120/240VAC) (1)
    - b) ILMLC3W (Service Entrance Barrier Kit) (1)
    - c) HCW8SN (Solid Neutral Assembly, Must Include Bonding Strap) (1)
    - d) PK32DGTACU (I-Line Grounding Kit) (1)
    - e) HC4268WP (NEMA 3R/5/12 Enclosure) (1)
    - f) BGA160151 (B Frame, 65kA @240Vac, 600Vac Max Rated, 1 Pole, 15A, Connected to "A" Phase of I-line Bus Stack) (1)

- g) BGA160205 (B Frame, 65kA @240Vac, 600Vac Max Rated, 1 Pole, 20A, Connected to "C" Phase of I-line Bus Stack) (1)
  - h) QGA222002 (Q Frame, 65kA @240Vac, 240Vac Max Rated, 2 Pole, 200A, Connected to "A and C" Phase of I-line Bus Stack) (5)
  - i) QGA222252 (Q Frame, 65kA @240Vac, 240Vac Max Rated, 2 Pole, 225A, Connected to "A and C" Phase of I-line Bus Stack) (4)
- B. Disconnects/Pedestal
- 1. Midwest U175CP6HP010 (1)
  - 2. GE THQL21100 (GE Q-Line, 2 Pole, 100 Amp Breaker) (1)
- C. Termination/Splicing/Sealing
- 1. Ideal
    - a) 31-605 Duct Seal (4)
  - 2. TE Connectivity / Tyco Electronics
    - a) CPGI-GTAP-1 (Water Resistant Splice and Tap Kit #14 - #2 AWG) (12)
  - 3. IlSCO Connectors/Accessories
    - a) ASN-6 (132)
    - b) ASN-4 (132)
    - c) ASN-2 (12)
    - d) ASN-1 (12)
    - e) ASN-2/0 (120)
    - f) ASN-4/0 (252)
    - g) ASN-250 (24)
    - h) ASN-300 (21)
    - i) ACM-6 (120)
    - j) ACM-4 (120)
    - k) ACM-2 (12)
    - l) ACM-1 (12)
    - m) ACO-2/0 (120)
    - n) ACO-4/0 (240)
    - o) AU-2/0 (50)
    - p) AU-350 (150)
    - q) PED4-350SS-DB (44)
    - r) DE-OX-80Z (Oxide Inhibitor, Petroleum Base, AL & CU) (6)
  - 4. 3M Heat Shrink and Tape
    - a) UF1-Splice Kit-6 Kits (UPC 054007-42920) (2 Cases)
    - b) ITCSN-0400-48"-Black-5 Pcs (UPC 054007-08902) (7 Cases)
    - c) ITCSN-0800-48"-Black-5 Pcs (UPC 054007-08903) (8 Cases)
    - d) ITCSN-1100-48"-Black-5 Pcs (UPC 054007-08904) (17 Cases)
    - e) ITCSN-1500-48"-Black-5 Pcs (UPC 054007-08905) (2 Case)
    - f) ITCSN-2000-48"-Black-5 Pcs (UPC 054007-08906) (1 Case)
    - g) Scotch 103C Linerless Splice Tape 3/4" x 30' Rolls (15 Rolls)
    - h) Scotch Super 88 Vinyl Electrical Tape 3/4" x 66', BLACK (15 Rolls)
    - i) Scotch 35 Vinyl Electrical Tape 3/4" x 66', RED (15 Rolls)
    - j) Scotch 35 Vinyl Electrical Tape 3/4" x 66', WHITE (15 Rolls)
    - k) Scotch 35 Vinyl Electrical Tape 3/4" x 66', GREEN (15 Rolls)
- D. Conductors
- 1. 14-3 UF-B (250 Feet)
  - 2. 12-3 UF-B (250 Feet)
  - 3. 10-3 UF-B (250 Feet)
  - 4. 8-3 UF-B (250 Feet)
  - 5. 6-3 UF-B (250 Feet)
  - 6. #12 AWG, Copper, THHN/THWN-2, Solid, Black (500 Feet)

7. #12 AWG, Copper, THHN/THWN-2, Solid, Red (500 Feet)
  8. #12 AWG, Copper, THHN/THWN-2, Solid, White (500 Feet)
  9. #12 AWG, Copper, THHN/THWN-2, Solid, Green (500 Feet)
  10. #6 AWG, Copper, Bare, Stranded (500 Feet)
  11. #4 AWG, Copper, Bare, Stranded (500 Feet)
  12. 2/0 AWG, Copper, Bare, Stranded (100 Feet)
  13. 4/0 AWG, Copper, USE-2, Stranded, Black (100 Feet)
  14. 250 KCMIL, Copper, USE-2, Stranded, Black (100 Feet)
  15. 300 KCMIL, Copper, USE-2, Stranded, Black (500 Feet)
  16. #6 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  17. #4 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  18. #1 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  19. #2 AWG, Aluminum, USE-2, Stranded, Black (100 Feet)
  20. 2/0 AWG, Aluminum, USE-2, Stranded, Black (500 Feet)
  21. 4/0 AWG, Aluminum, USE-2, Stranded, Black (1,000 Feet)
  22. 250 KCMIL, Aluminum, USE-2, Stranded, Black (100 Feet)
- E. Grounding
1. Bridgeport
    - a) MCH-075 (Raintight Grounding Connector) (2)
  2. nVent/Erco
    - a) 613403 (3/4" x 10', Copper-Bonded, 13 Mil Plating Ground Rod) (3)
    - b) HDC34SP (3/4" Ground Rod Clamp, #8 Solid – 3/0 Stranded) (4)
- F. Raceway and Fittings
1. 2.5" PVC, Schedule 40
    - a) 90 Degree Elbows (6)
  2. 2.5" PVC, Schedule 80
    - a) 10 Feet Sticks (5)
    - b) Carlon E945KX (Male Terminal Adaptor End Expansion Fitting) (6)
    - c) Couplings (14)
    - d) Male Adaptors (Connectors) (14)
    - e) Threaded Plastic Insulating Bushings (14)
    - f) Steel Lock Rings (10)
  3. 3" PVC, Schedule 40
    - a) 10 Feet Sticks (12)
    - b) Carlon E997L (Molded End Bell) (200)
    - c) 45 Degree Elbows (9)
    - d) 90 Degree Elbows (13)
  4. 3" PVC, Schedule 80
    - a) 10 Feet Sticks (6)
    - b) Carlon E945LX (Male Terminal Adaptor End Expansion Fitting) (5)
    - c) Couplings (40)
    - d) Male Adaptors (Connectors) (15)
    - e) Threaded Plastic Insulating Bushings (15)
    - f) Steel Lock Rings (20)
  5. 3/4" PVC, Schedule 80
    - a) 10 Feet Sticks (1)
    - b) Male Adaptors (Connectors) (3)
    - c) Threaded Plastic Insulating Bushings (3)
  6. 3/4" RMC, Galvanized
    - a) 10 Feet Sticks (5)
    - b) Appleton/Emerson AX-75 (Expansion Fitting) (2)
    - c) Appleton/Emerson BJ-0507-14 (Expansion Fitting Bonding Jumper) (2)

- d) Threaded Couplings (10)
  - e) Steel Lock Rings (25)
  - f) Threaded Plastic Insulating Bushings (4)
  - g) Insulated Grounding/Bonding Bushing (4)
  - h) LB with Gasket and Cover (Threaded Conduit Body) (2)
  - i) 45 Degree Elbow (4)
  - j) 90 Degree Elbow (4)
  - k) Chase Nipple (4)
  - l) 1 Hole Strap (10)
  - m) 2 Hole Strap (10)
  - n) nVent/Caddy CD1B37 (3/4" EMT/RMC Bolt Close Conduit Clamp) (10)
- G. Concrete Anchors
- 1. Red Head WW-5842 (Wedge Type Expansion - 5/8" Dia x 4.25" Long) (20)
  - 2. Diversified Fastening Systems 56234AS (Hammer Pin Set 5/16" Dia x 2.75" Long) (200)
- H. Power-Strut
- 1. PS-200-EH-10-PG (Elongated Holes, 10 Feet Sticks, Pre-Galvanized) (13)
  - 2. PS 500 EH-10-PG (Elongated Holes, 10 Feet Sticks, Pre-Galvanized) (2)
  - 3. PS 2190 Five-Hole Flat Corner Connector (8)
  - 4. PS 854 Five-Hole Flat Connector (14)
  - 5. PS 620 Two-Hole Connecting Plate (10)
  - 6. PS 3033 SQ (Squared Post Base) (8)
  - 7. PS 6152 Strut Safety End Cap (6)
  - 8. PS 619 Square Washer
    - a) 1/4" (50)
    - b) 3/8" (50)
  - 9. PS 2504 Guided Square Washer
    - a) 1/4" (50)
    - b) 3/8" (50)
  - 10. PS 1300 Universal Clamp for EMT/IMC/GRC
    - a) 3/4" (10)
    - b) 2.5" (20)
    - c) 3" (20)
    - d) 3.5" (20)
  - 11. PS RS Clamping Nut with Long Spring
    - a) 1/4"-20 (50)
    - b) 5/16"-18 (50)
    - c) 3/8"-16 (50)
- I. Fasteners
- 1. Threaded Rod, Galvanized (All Thread)
    - a) 1/2"-13 x 10' (4)
  - 2. Lock Washer
    - a) 1/4" (100)
    - b) 5/16" (100)
    - c) 3/8" (100)
    - d) 1/2" (100)
  - 3. Fender Washer
    - a) 1/4" (100)
    - b) 5/16" (100)
    - c) 3/8" (100)
    - d) 1/2" (100)
  - 4. Flat Washer
    - a) #8 (100)

- b) 1/4" (100)
  - c) 5/16" (100)
  - d) 3/8" (100)
  - e) 1/2" (100)
- 5. Hex Nut
  - a) #8-32 (100)
  - b) 1/2"-13 (100)
- 6. Philips/Slotted Head Screw
  - a) #8-32 x 1.25" (100)
- 7. Hex Head Cap Screw
  - a) 1/4"-20 x 1.25" (100)
  - b) 5/16"-18 x 1.25" (100)
  - c) 3/8"-16 x 1.25" (100)
- J. Miscellaneous
  - 1. Pass and Seymour 2097TRWRGRY (20 Amp, 125V, Self-Test Weather Resistant GFCI) (2)
  - 2. Pass and Seymour 2097GRY (20 Amp, 125V, Self-Test GFCI) (2)
  - 3. Bell 5386-0 (1-Gang, WP Deep Box, Three 3/4" Threaded Outlets - Top/Bottom/Back) (2)
  - 4. Intermatic WP1010MXD (Extra-Duty, Die-Cast, Single-Gang In-Use Cover) (2)
  - 5. Raco 232 (4 Square Box, 2-1/8" Deep, 1/2" and 3/4" KOs) (2)
  - 6. Raco 808C (Exposed Work Covers for Decora/GFCI, Single-Gang) (2)
  - 7. Dottie GP1250 (12.5" Solid Ground Pigtail w/Ground Screw) (1 Bag of 25)
  - 8. Cantex 7210413 (1 Quart of PVC Glue) (2)
  - 9. 3M 2210 (Roll of Vinyl Mastic Tape 4" Wide x 10' Long x 0.090" Thick) (2)
  - 10. 3M T/R+BOX (UPC 051128-54454, Case of 100 Tan/Red Wire Connectors) (1 Case)
  - 11. 3M CC-2 (UPC 054007-49563, Cable Prep Kit, Case of 10) (6 Cases)
  - 12. #6 x 1.25" Wood Screws, #2 Philips Head (100)
  - 13. #8 x 2" Wood Screws, #2 Philips Head (100)
  - 14. Square D LK225AN (Neutral Lug Kit #4 AWG – 300 KCMIL, Dual Rated) (10)
  - 15. 5/16" Dia. x 6" Long SDS Concrete Drill Bit (20)
  - 16. 5/8" Dia. x 6" Long SDS Concrete Drill Bit (4)
  - 17. Ideal 31-375 (Aqua-Gel II Cable Pulling Lube, 5 Gallon Bucket) (2)

SCHEDULE OF PRICES

**Schedule of Prices**



CLIN	Product Description	Qty.	Unit	Unit Price	Total Amount
	<b>Electrical Supplies</b>				
0001	Clarks Ferry Campground	1	EA		
0002	Shady Creek Campground	1	EA		
	Total of Items 0001 – 0002				\$

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.211-6	Brand Name or Equal	AUG 1999
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services	OCT 2022
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.246-1	Contractor Inspection Requirements	APR 1984
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

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

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

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

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for

the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

##### LOWEST PRICE

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

“Sensitive technology”--

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

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

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

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

"Small business concern"--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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--

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

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

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

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

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

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

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

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

\_\_\_\_

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

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## (2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
____	____
____	____
____	____

[List as necessary]

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

Other Foreign End Products:

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

___	___	___
___	___	___
___	___	___

[List as necessary]

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

Line Item No. \_\_\_

[List as necessary]

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

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

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

Canadian End Products:

Line item No.
___
___
___

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of origin
___	___
___	___

—	—
---	---

[List as necessary]

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

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

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

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

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

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

( ☐ ) Corporate entity (tax-exempt);

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

( ☐ ) Foreign government;

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

( ☐ ) Other -----.

(5) Common parent.

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

( ☐ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner legal name: \_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

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

Highest level owner CAGE code: \_\_\_\_

Highest level owner legal name: \_\_\_\_

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_ .

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

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

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

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

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

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

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

\_\_\_\_ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

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

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

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

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

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

setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Any such clause is unenforceable against the Government.
  - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
  - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (5) [Reserved]

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

\_\_\_ (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. (NOV 2021) (31 U.S.C. 6101 note).

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

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

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

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

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

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

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

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.

\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

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

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

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

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

\_\_\_\_ (v) Alternate IV (OCT 2022) 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 (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ELECTRICAL SUPPLIES FFP PROVIDE ELECTRICAL SUPPLIES FOR CLARKS FERRY (5 months after contract date) AND SHADY CREEK CAMPGROUND (3 months after contract date).. FOB: Destination MILSTRIP: 96514723214624 PURCHASE REQUEST NUMBER: 96514723214624	1	Job		

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## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	23-MAY-2023	1	US ARMY ENGINEER DISTRICT, ROCK ISLAND 1500 ROCK ISLAND DRIVE ROCK ISLAND IL 61201 FOB: Destination	123456