

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N3225323Q0032	
6. SOLICITATION ISSUE DATE 21-Mar-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME LYNN S IMPERIAL		b. TELEPHONE NUMBER (No Collect Calls) (808) 473-8000 EXT. 4194	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 31 Mar 2023		9. ISSUED BY PHNSY & IMF 667 SAFEGUARD ST., STE. 100 JBP HH HI 96860-5033 TEL: 808-473-8000 FAX:		CODE N32253		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 611430 SIZE STANDARD: \$13,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE SCHEDULE		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED 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
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

Section SF 1449 - CONTINUATION SHEET

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE	AMOUNT
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Consultant, Facilitation, Implementation
FFP

Provide consulting, facilitation and implementation support for the ISMC training. PHNSY & IMF requires assistance from a contractor with requisite technical qualifications, personnel, management experience and corporate capability to provide expert non-personal advisory and assistance services. The contractor will provide the necessary management, technical and administrative personnel, as well as materials, office equipment and consumable supplies to meet the requirements of this Contract. Training will take place at PHNSY & IMF or surrounding area to be determined later after award.

FOB: Destination

PURCHASE REQUEST NUMBER: N6887023RCTE001

PSC CD: U099

NET AMT

ITEM NO CLIN Number 0002	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE	AMOUNT
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Escort/Transport for FSP
FFP

Provide escort and transportation services to support the ISMC instructional field trips and ISMC related Field Service Program (FSP) events. FSP event destinations are determined by the Government

FOB: Destination

PURCHASE REQUEST NUMBER: N6887023RCISMC3

PSC CD: U099

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 24-APR-2023 TO 17-JUN-2023	N/A	N/A FOB: Destination	
0002	POP 24-APR-2023 TO 17-JUN-2023	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT (PWS)
International Shipyard Management Course (ISMC) Training for
Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility
(PHNSY & IMF)****1.0 BACKGROUND**

- 1.1** The primary mission of Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility (PHNSY & IMF) is to deliver regional maintenance, at the depot and intermediate levels, to keep the surface ships and submarines of our nation's navy "Fit to Fight." As Hawaii's regional maintenance center, PHNSY & IMF's capabilities include excellence in overhauling, repairing, converting, alteration, refurbishing, and the decommissioning of Navy vessels.
- 1.2** The Naval Education Training and Security Assistance Field Activity (NETSAFA) is the U.S. Navy's agent for international education and training. As a field activity of the Naval Education and Training Command (NETC), NETSAFA serves as a focal point for all security assistance training program issues, coordination and advice within Navy.
- 1.3** The International Shipyard Management Course (ISMC) is a seven (7) week NETSAFA sponsored training course hosted by Pearl Harbor Naval Shipyard and Intermediate Maintenance Facility (PHNSY & IMF) for international military officers and civilians.

2.0 OBJECTIVE & SCOPE

- 2.1** PHNSY & IMF seeks a contractor to provide consulting, facilitation and implementation support for the ISMC training. PHNSY & IMF requires assistance from a contractor with requisite technical qualifications, personnel, management experience and corporate capability to provide expert non-personal advisory and assistance services. The contractor will provide the necessary management, technical and administrative personnel, as well as materials, office equipment and consumable supplies to meet the requirements of this Contract. Training will take place at PHNSY & IMF or surrounding area to be determined later after award.
- 2.2** The contractor will provide escort and transportation services to support the ISMC instructional field trips and ISMC related Field Service Program (FSP) events.
- 2.3.1** Formal instructional field trips related to Shipyard Management to specific destinations selected by the Government on Joint Base Pearl Harbor-Hickam (JBPHH) properties are a requirement of the course curriculum.
- 2.3.2** ISMC related FSP events are complementary to the ISMC formal training and on-the-job-training. ISMC related FSP event destinations are determined by the Government as part of the course curriculum.
- 2.3** The number of students in each class will be determined and communicated to the contractor by the Government's International Military Student Officer (IMSO) no later than one (1) month prior to the start of the course. Each class will include no more than fifteen (15) students.
- 2.4** The desired result of this service is to provide consulting, facilitation and implementation support for the ISMC program.
- 2.5** The contractor will facilitate the ISMC course with assistance from presenters for the seven (7) week duration.

3.0 PERFORMANCE REQUIREMENTS

- 3.1** The Contractor will schedule, coordinate, and conduct a Kick-Off Meeting through the Government's IMSO at a location approved by the Government within five (5) business days of Task Order Award (TOA). The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, security, administrative, travel authorization, reporting, and invoicing procedures. At a minimum, the attendees must include key Contractor personnel, representatives from PHNSY & IMF, and the Contracting Officer's Representative (COR).
- 3.2** The contractor will provide consulting, facilitation and implementation support for the ISMC training. This includes the oversight of Subject Matter Expert (SME) instructors who are scheduled to facilitate course modules. Confirmation of module facilitation dates, times and locations with all instructors is critical to the success of the program.
- a.** The contractor will facilitate government instructor transitions throughout the duration of the course. Fielding questions related to Shipyard Operations and facilitating round table discussions throughout the course which is critical to the success of the ISMC.
- 3.3** The contractor will provide a workbook and relevant handouts for each student participating in the training. Coordination of workbook contents must be confirmed with all course instructors.
- 3.4** The contractor will submit a student workbook to be used to the Government Technical Point of Contact (TPOC) for approval no later than two (2) months prior to the start of the training course.
- 3.5** The contractor will submit a schedule for classroom instruction and field trips to the government TPOC for approval indicating the calendar dates and times for the in-person classroom training no later than one (1) month prior to start of the training program.
- 3.6** All in-person classroom instruction must be conducted during the hours of 0630-1600 Monday through Friday.
- a.** Field Studies Program (FSP) instructional field trips must be conducted between Monday through Saturday.
- 3.7** The contractor will provide all management, labor, materials, supplies, and effective instruction, to include:
- a.** Presenting the material in a clear and effective manner which encourages class participation.
- b.** Instructing interactively by posing relevant questions and performing practice problems with students to gauge understanding.
- c.** Organizing material in logical sequence to aid student learning.
- d.** Listening to students' questions or concerns and providing appropriate feedback.
- 3.8** The contractor will provide their own non-camera laptop to conduct the training. Note: There are no internet capabilities in the classroom.
- 3.9** The contractor will provide escort and transportation services to support the ISMC Training students with the following:
- 3.9.1**
- a. Arrival/Departure:** Daniel K. Inouye International Airport to Joint Base Pearl Harbor/Hickam Naval Station Bachelor Officer Quarters (BOQ) or Lodging. Students will arrive separately at various times and dates from different countries, depending on airline reservations.

- b. **Base Access/Badging Process:** Provide transportation to obtain installation passes from Joint Base Pearl Harbor Hickam (JBPHH) Personnel Support Department (PSD).
 - c. **ISMC Training:** Provide transportation for ISMC students to-and-from the location of training and lodging; provide transportation for ISMC students to-and-from a designated location to get lunch during the ISMC training course designated lunch period.
 - d. Provide transportation for ISMC student's to-and-from banking institution to handle financial affairs. ISMC students will open a United States bank account at a local banking institution within 7 days of arrival to Joint Base Pearl Harbor/Hickam Naval Station Bachelor Officer Quarters (BOQ).
 - e. Provide transportation for ISMC student's to-and-from BOQ office to pay final bills.
 - f. Provide transportation for ISMC students to non-emergency medical needs at the Naval Regional Medical Clinic or Tripler Army Medical Center.
 - g. **ISMC Instructional Field Trips.** Section 3.10.
 - h. **ISMC related Field Service Program (FSP) Events.** Section 3.11.
- 3.9.2** The contractor's vehicle(s) for transportation support will be sufficient to safely provide transportation services to the number of students attending the ISMC. The contractor will provide the name of the individual(s) that will be the vehicle operator(s), current licensing to operate the vehicle(s), current registration, current State of Hawaii safety check, and current insurance must be presented within two (2) days to the Government upon request.
- 3.9.3** The contractor will have at minimum one (1) vehicle available for backup transportation should an unexpected event happen to the primary vehicles during the period of performance.
- 3.10** The contractor will provide escort and transportation services to support instructional field trips related to the ISMC program. Instructional field trip locations include the following sites of interest, but are subject to change as needed. Changes to the sites of interest will be delivered in writing by the Government TPOC no later than two (2) weeks prior to the first scheduled tour.
- a. COMNAVREGION Hazardous Material Center and Industrial Waste Center
 - b. USCG Cutter on Sand Island
 - c. USN Destroyer or Cruiser at Joint Base Pearl Harbor Hickam pier-side
 - d. Navy Inactive Ships Maintenance Facility, Waipio Junction
 - e. IMF Gas Turbine Shop
 - f. IMF Marine Diesel Repair Shop
 - g. IMF Powder Coating Facility
 - h. Marine Education Training Center, Sand Island
 - i. Port Security Briefing, USCG Station, Sand Island
- 3.10.1** Instructional field trips to be conducted over seven (7) week period.
- 3.10.2** The contractor will submit a schedule to the government TPOC for approval indicating the calendar dates and times for the Instructional Field Trips no later than one (1) month prior to start of the training program.
- 3.11** The contractor will provide escort and transportation services to support the ISMC related FSP events. ISMC related FSP events locations include the following sites of interest, but are subject to change as needed. Changes to the sites of interest will be delivered in writing by the Government TPOC no later than

two (2) weeks prior to the first scheduled tour.

- a. Oahu Circle Island Tour
- b. Polynesian Cultural Center
- c. City & County of Honolulu
- d. State of Hawaii Capital
- e. Iolani Palace
- f. COMPACFLT VIP Barge Tour of Pearl Harbor
- g. USS Arizona Memorial, USS Missouri Memorial, and Pacific Aviation Museum
- h. Bishop Museum
- i. Honolulu Community College
- j. State of Hawaii Civil Defense Emergency Operations Center, Diamond Head Crater
- k. Waikiki Aquarium
- l. Asian Pacific Center for Security Studies
- m. Nuuanu Pali Lookout
- n. Royal Mausoleum
- o. Punchbowl, National Memorial Cemetery of the Pacific
- p. Byodo-in Temple
- q. Kualoa Ranch
- r. Kilauea Volcano National Park (Big Island)
- s. Ford Island Historical Tour
- t. National Oceanic and Atmospheric Agency- Ford Island

- 3.11.1 The contractor is responsible for all logistical matters pertaining to the ISMC related FSP events. Logistical matters include but are not limited to planning, scheduling and execution.
- 3.11.2 The contractor will submit a schedule indicating the calendar dates and times to the Government TPOC and request approval of costs for each of the ISMC related FSP events no later than one (1) month prior to start of the training program.
- 3.11.3 Once the schedule is approved by the Government, any changes must be submitted in writing to the Government TPOC. The Government will approve or deny the requested changes by the contractor in writing within five (5) business days.
- 3.11.4 The Government will approve ISMC related FSP events. All ISMC related FSP events receipts will be provided to the Government within a minimum of three (3) business days after accomplished.
- 3.11.5 The contractor will ensure accurate accounting for all expenses related to the FSP events.
 - a. Should FSP event funds not be received from NETSAFA, ISMC students will be responsible for their individual cost of admission for ISMC related FSP events and meals (lunch/dinner).
 - b. If ISMC related FSP event funds are received, the contractor will ensure that meal (lunch/dinner) allowances do not exceed the Navy International Programs Office (NIPO) approved amount (currently at \$25 for lunch; \$45 for dinner (tax included)). Should meal expenses exceed the amount allotted, the student will cover the cost of the overage.
- 3.11.6 No more than two (2) contractor personnel will be present to escort and transport students during ISMC related FSP events.
- 3.11.7 ISMC related FSP events to be conducted over the seven (7) week period.
- 3.12 The contractor will coordinate and schedule all social events related with the ISMC Training program. Coordination and scheduling will include but is not limited to: making reservations, ensuring location is

confirmed, and setting up the event. The contractor will notify the government of the cost for each social event prior to government acquisition. Social events will include and may be changed, as determined by PHNSY & IMF:

3.12.1 Environmental Dinner

- a. Event to be held on military installation approved by the Government.
- b. The contractor is responsible for making reservations for this event.
- c. Location, date and time is to be determined by the Government.
- d. The contractor is responsible to transport students to and from event.
- e. Maximum amount of participants for this event is 27 people.

3.12.2 Meet & Greet Social

- a. Event to be held on military installation approved by the Government.
- b. The contractor is responsible for coordinating, scheduling, rentals and setup of tables with a maximum weight capacity of 300 pounds, chairs with a maximum weight capacity of at least 250 pounds, tents to shade food and guests, audio equipment, and ordering food for the event.
- c. Contractor is responsible to transport students to and from event.
- d. Maximum amount of participants for this event is 17 people.

3.12.3 Shipyard Commander Luncheon

- a. Event to be held on military installation approved by the Government.
- b. The contractor is responsible for coordinating, scheduling, rentals and setup of tables with a maximum weight capacity of 300 pounds, chairs with a maximum weight capacity of at least 250 pounds, tents to shade food and guests, audio equipment and ordering food for the event.
- c. Contractor is responsible to transport students to and from event.
- d. Maximum amount of participants for this event is 37 people.

3.12.4 Graduation Ceremony and Reception

- a. The contractor is to develop and implement a graduation program to be held for the students that have completed the ISMC Training.
- b. The contractor will submit a final graduation program to the Government Technical Point of Contact (TPOC) for approval no later than two (2) months prior to the start of the training course.
- c. Event to be held on military installation approved by the Government.
- d. The contractor is responsible for coordinating, scheduling, rentals and setup of tables with a maximum weight capacity of 300 lbs., chairs with a maximum weight capacity of at least 250 pounds, tents to shade food and guests, video/ audio equipment and ordering food for the event.
- e. Contractor is responsible to transport students to and from event.
- f. Maximum amount of participants for this event is 52 people.

3.13 Contractor personnel responsible for consulting, facilitation, and implementation support for the ISMC training will possess the following qualifications:

- a. Highly knowledgeable in the Naval Shipyard Maintenance Program and Project Management processes. Ability to answer student questions and facilitate round table discussions related to information presented throughout the course independently.
- b. Ability to lead a discussion related to PHNSY & IMF departments, shops and independently navigate between shops on JBPHH property.
- c. Ability to lead educational discussions with students on various Hawaiian landmarks and history and American Culture/ Customs.
- d. Knowledgeable in various cultural protocols to ensure students' needs are met for a variety of Countries including but not limited to the following: Albania, Algeria, Angola, Antigua and Barbuda, Argentina, Armenia, Australia, Austria, Azerbaijan, Bahamas,

Bahrain, Bangladesh., Barbados, Belgium, Belize, Benin, Bosnia- Herzegovina, Brazil, Bulgaria, Cameroon, Canada, Republic of Cape Verde, Chad, Chile, Colombia, Democratic Republic of Congo, Croatia, Czech Republic, Ecuador, Egypt, El Salvador, Estonia, Fiji, Finland, France, Gambia, Georgia, Germany, Ghana, Greece, Guinea-Bissau, Guyana, Honduras, Hungary, India, Indonesia, Iraq, Israel, Italy, Ivory Coast, Jamaica, Japan, Jordan, Kazakhstan, Kenya, Korea (Seoul), Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lithuania, Madagascar. Malawi, Malaysia, Maldives, Malta, Mauritania, Mauritius, Mexico, Moldova, Mongolia, Montenegro, Morocco, Mozambique, Nepal, Netherlands, New Zealand, Niger, Nigeria, Norway, Oman, Pakistan, Palau, Peru, Philippines, Poland, Portugal, Republic of North Macedonia, Romania, Rwanda, Saint Kitts and Nevis, Saint Lucia, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sri Lanka, Suriname, Swaziland, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Timor-Leste, Trinidad-Tobago, Tunisia, Turkey, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uruguay, Vietnam.

- e. Knowledgeable in various cultural protocols to ensure students’ needs are met in relation to Religious Dietary Restrictions of students including but not limited to: Baha’i, Buddhism, Christian (Western Catholic/ Protestant), Christian (Eastern Orthodox), Hindu, Isckon (Hare Krishna), Islam, Jainism, Judaism, Jewish, Mormon, Muslim, Pagan, Sikh, and Sufi.

3.14 Contractor personnel responsible for coordinating and managing information program/field service program will possess the following qualifications:

- a. Valid driver’s license and insurance for the vehicles used for transportation.
- b. Highly knowledgeable of destinations and subject areas ensuring accurate information is presented and communicated in alignment of FSP and ISMC objectives.
- c. Able to lift and transport 15 – 30 pounds infrequently, and walk and stand for brief periods.
- d. Must be an effective communicator (oral and written).
- e. Keen ability to improvise and adapt to changing course schedules and emergency situations.
- f. Must have a minimum of one (1) year of administrative support and logistics experience.
- g. Must have a minimum of one-year experience in Microsoft Office applications, including Word, Excel, PowerPoint, and Outlook.
- h. Must be proficient in the use of office equipment, including computers, scanners, fax and copiers.
- i. Have an ability to work professionally with individuals, diverse groups and high-level personnel.
- j. Have well-developed time management and schedule coordination skills.

4.0 **SERVICE DELIVERY SUMMARY**

Performance Requirement	PWS Paragraph	Performance Threshold
1. Provide oversight of all SME’s who conduct in-person classroom instruction.	Paragraph 3.2	100% delivery and compliance.
2. Provide workbooks and handouts for each student in training.	Paragraph 3.3	100% delivery and compliance.
3. Submit final curriculum and student workbook to the Government for approval.	Paragraph 3.4	100% delivery and compliance.
4. Submit in-person classroom training schedule to the Government for approval.	Paragraph 3.5	100% delivery and compliance.
5. Provide escort and transportation services to support ISMC Training students.	Paragraph 3.9	100% delivery and compliance.

6. Provide escort and transportation services to support ISMC instructional field trips related to the ISMC Program.	Paragraph 3.10	100% delivery and compliance.
7. Submit ISMC instructional field trip schedule to the Government for approval.	Paragraph 3.11	100% delivery and compliance.
8. Provide escort and transportation services to support ISMC related FSP events.	Paragraph 3.9.1 (g-h), 3.11	100% delivery and compliance.
9. Submit ISMC related FSP events schedule to the Government for approval.	Paragraph 3.5	100% delivery and compliance.
10. Provide coordination and scheduling of social events related to the ISMC Training program.	Paragraph 3.12	100% delivery and compliance.

5.0 GOVERNMENT PROVIDED SERVICES

- 5.1** The Government will provide a classroom facility to support training with required audio/visual equipment for ISMC use only.

6.0 GOVERNMENT FURNISHED PROPERTY

- 6.1** None.

7.0 QUALITY CONTROL PLAN

- 7.1** The contractor will develop a Quality Control Plan (QCP) and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor will develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which the contractor assures that work complies with the requirement of the contract. This QCP will be in effect from the first day of the contract being awarded.
- 7.2** The contractor will maintain records of reviews and actions taken per the QCP, and will make such records available to the government upon request.
- 7.3** **Periodic Progress Meetings:** The contractor agrees to attend any progress meetings during the contract period of performance. The government TPOC and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the TPOC will apprise the contractor of how the government views the contractor's performance and the contractor will notify the government of problems, if any, being experienced. Appropriate action will be taken to resolve outstanding issues. These meetings will be at no additional cost to the government.

8.0 CONTRACTOR QUALIFICATIONS

- 8.1** The contractor will comply with Safety and Health work practices specified in section. **See Section 13.0 Appendix I.**
- 8.2** The contractor will comply with environmental guidelines specified in section 7. **See Section 13.0 Appendix II.**
- 8.3** The contractor will pass a background check to gain access onto the base. The contractor will coordinate with the Technical Point of contact (TPOC) or Contracting Officer's Representative (COR) to obtain a gate pass at building 3455 Pass Office. It is not unusual for the pass process to take an hour or more. The contractor will be a U.S. citizen and pass a security background check. Only those individuals with favorable investigations will be utilized on this contract. Prior to the

start of work, the contractor will provide the COR full name of all personnel working on this contract; social security number; date of birth, place of birth and citizenship. The contractor's employees must be a U.S. citizen and registered with the Defense Biometric Identification System (DBIDS). The contractor personnel will have a valid Driver's license, and a vehicle pass for base access. The contractor will submit the Base access request to Joint Base Pearl Harbor Hickam Security.

- 8.4** The contractor performing services will be required to comply with all PHNSY & IMF rules, regulations, and training that is applicable to conduct, safety, security, and procedures governing site entry and exit.

9.0 SECURITY REQUIREMENTS

- 9.1** In accordance with current DOD and Homeland Security Requirements, performance of all work under this contract is restricted to U.S. citizens and U.S. nationals only. After contract award, the contractor will provide to the TPOC and/or COR on company letterhead a request for access of all personnel working on this contract and include the following information: full name, Social Security number, date of birth, and citizenship. The contractor will state that the information has been verified, filed, and available for examination by the government upon request.
- 9.2** Contractor personnel must meet the requirements for an unescorted entry, **WHITE badge**, to PHNSY & IMF areas. Four weeks prior to the visit, the contractor, sub-contractors and suppliers, will complete applicable items on Part 1 of the Contractor Visit Request (VR) form (PH-SYD 5512/28) and submit it to the Government Contracting Agency (GCA) or COR for completion of Part 2. The GCA/COR will forward the VR and DD 254, as applicable, to the Shipyard & IMF Sponsor for completion of Part 3, no later than three weeks prior to the visit. The Shipyard & IMF Sponsor will submit the VR to Pass and Identification Office (Pass & ID), no later than two week prior to the visit. The VR must include the type of U.S. citizenship. Entry into the CIA, CNIA, NWA, or OSA may be authorized under one of the following conditions:
- 9.3** For unescorted access to the CIA: Contractor must show proof of U.S. citizenship before a **WHITE badge** can be issued. The contractor will follow the applicable requirements listed below in **Section 13.0 Appendix III** and brief their personnel to ensure compliance. Non-compliance with applicable items in **Section 13.0 Appendix III** is a material violation of the contract. Should contractor personnel receive or suspect they have learned of unauthorized sensitive information, they will identify and immediately report suspicions to the government. This contract does not require access to Nuclear Work spaces.
- 9.4** Contractor employees will clearly identify themselves as a contractor (i.e. company shirt, badge, company identification) in a visible location on the front of exterior clothing, above the waist, (except when safety or health reasons prevent such placement). Identification badges will be worn at all times when performing work. The contractor performing services will be required to comply with all PHNSY & IMF rules, regulations, and training that is applicable to conduct, safety, security, and procedures governing site entry and exit. Contractor personnel will be escorted when working in sensitive areas, as required. The TPOC will make arrangements to provide escort service if required.

10.0 CONTRACTOR PERSONNEL

- 10.1** The contractor will comply with Public Law 105-270, Section 5(2A)(A), which states that contractors will not perform inherently governmental functions. Section 5(2)(A) of this Public Law defines the term "inherently governmental function" as "a function that is so intimately related to the public interest as to require performance by Federal Government employees." Per Section 5(2)(B), inherently governmental functions include management of government programs requiring value judgements, conduct of foreign relations, selection of program priorities, and the

direction of intelligence and counter-intelligence operations. Per Section 5(2)(C), inherent governmental functions DO NOT include, (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal Government officials; or (ii) any function that is primarily ministerial and internal in nature.”

10.2 Contractor personnel will not establish an employee-employer relationship with government personnel under this contract.

10.3 The contractor will not provide personal services.

10.4 Contractor personnel will not manage, supervise or task government employees or military personnel. Contractor personnel may not make any commitment to non-DOD personnel, including a foreign official, which commits the expenditure of U.S. government resources.

10.5 Facilities may close due to local or national emergencies, administrative closings, or other government directed facility closings. Contractor access to government facilities during closures is not permitted.

11.0 HOURS OF OPERATION

11.1 Working hours are from 0700 to 1630 hours, daily Monday through Friday, excluding Holidays.

11.2 If the Federal holiday falls on a Saturday, the holiday is observed on the preceding Friday. If the Federal holiday falls on a Sunday, the holiday is observed on the following Monday.

12.0 CONTRACTOR FURNISHED PROPERTY

12.1 The contractor is required to furnish their own non-camera Laptop with VGA cable compatibility and CD-ROM drive.

13.0 APPENDICES – ATTACHMENTS

APPENDIX I Safety and Health Work Practices PHNSY & IMF (REVISED AUGUST 2022)

APPENDIX II Environmental Protection Guidelines for Contractors on Facilities Projects at Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility (revised October 16, 2019)

APPENDIX III Contractor Security Requirements for Pearl Harbor Naval Shipyard & IMF’s Controlled Industrial Area, Controlled Nuclear Information Areas, Nuclear Work Areas and/or other sensitive areas (revised July 2021)

APPENDIX IV PHNSYIMF OPSEC Contract Requirements (03-21-22)

OPSEC PLAN NOT REQUIRED

Contractors shall meet the requirements of all solicitation and award attachments.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
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
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	NOV 2020
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023

252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	JAN 2023
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611430.

(2) The small business size standard is \$13,000,000.

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

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

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

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

() Paragraph (d) applies.

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

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

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

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

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the 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).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the 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).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

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

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

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

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

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

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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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 on SAM.

(End of provision)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.212-2 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:

- (i) Technical capability of the item offered to meet the Government requirement
- (ii) Price

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-ocst factor of technical capability.

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

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

(End of provision)

ADDENDUM TO FAR 52.212-2

1. EVALUATION

a. Basis for Contract Award

This evaluation is conducted in accordance with (IAW) Federal Acquisition Regulation (FAR) 13, Simplified Acquisition Procedures, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS) and the Navy Marine Corps Acquisition Regulation Supplement (NMCARS). These regulations are available electronically at the Federal Acquisition Regulation website,

<https://www.acquisition.gov/>. A contract may be awarded to the contractor who is deemed responsible IAW FAR 9.1, whose technical approach is deemed acceptable IAW the solicitation, and whose price is determined fair and reasonable.

Factor 1 – Technical Capability. Technical capability will be evaluated by Table 1 – Technical Ratings table below. If the offeror is deemed Unacceptable, then the price factor will not be evaluated.

TABLE 1- TECHNICAL RATINGS

RATING	DESCRIPTION
Acceptable	Quote meets the requirements of the solicitation and clearly demonstrates thorough knowledge and understanding of, and approach to, accomplishing the PWS.

Unacceptable	Quote does not meet the requirements of the solicitation or does not clearly demonstrate thorough knowledge and understanding of, and approach to, accomplishing the PWS.
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Factor 2 – Price. Those offerors with a technical capability of “Acceptable” will then be evaluated for total price reasonableness in accordance with the FAR. Based on all quotations received, the lowest priced technically acceptable offeror will be selected.

b. Solicitation Requirements, Terms and Conditions

Contractors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors. Failure to comply with the terms and conditions of the solicitation may result in the contractor being ineligible for award. Contractors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to determine any such exceptions unacceptable.

(End of provision)

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 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. 4655).

___ (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.)

___ (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]

___ (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).
- ____ (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).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- ____ (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.
- ____ (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).
- ____ (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.

____ (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 (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

____ (iii) Alternate II (DEC 2022) 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 (DEC 2022) 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. Subtitle A, Part V, Subpart G 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. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 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. Subtitle A, Part V, Subpart G 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulations (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

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

(i) Paragraph (e) applies.

___ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
 - (1) Document type. The Contractor shall submit payment requests using the following document type(s):
 - (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
 - (ii) For fixed price line items—
 - (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo

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

Combo

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732

Issue By DoDAAC	N32253
Admin DoDAAC**	N32253
Inspect By DoDAAC	N32253
Ship To Code	N32253
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N32253
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) AAI	056521

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

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

(g) WAWF point of contact.

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

WAWFHQ@navy.mil

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

(End of clause)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with

the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:
Name: Evangeline Calauastro
Address:
667 Safeguard Street Suite 100
JBPHH, HI 96860
Phone: (808) 473-8000 ext. 6572
E-mail: evangeline.b.calauastro.civ@us.navy.mil

(ii) The Contract Specialist is:
Name: Lynn Imperial
Address:
667 Safeguard Street Suite 100
JBPHH, HI 96860
Phone: (808) 473-8000 ext. 4194
E-mail: lynn.s.imperial.civ@us.navy.mil

(iii) The Administrative Contracting Officer (ACO) is: PCO

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:
Name: Jeffrey Philipp
Address:
667 Safeguard Street Suite 100
JBPHH, HI 96860
Phone: (808) 473-8000 ext. 4225
E-mail: jeffrey.d.philipp.civ@us.navy.mil

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is: N/A

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:
Name: [*]
Address: [*Street]
[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]
E-mail: [*]

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is: N/A

(h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is: N/A

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is: N/A

(k) The Contractor's point of contact for performance under this contract is:

Name: [*]
Title: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]
E-mail: [*]

[*] To be completed at contract award

(End of text)