

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 81	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912GY22Q0015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROLINA GUERRERO				b. TELEPHONE NUMBER (No Collect Calls) 530-827-4420	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 30 Sep 2022		9. ISSUED BY CODE W912GY SIERRA ARMY DEPOT CONTRACTING OFFICE 74 C STREET BUILDING 60 HERLONG CA 96113 TEL: 530-827-5126 FAX: 530-827-4722		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 811310 SIZE STANDARD: \$11,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE W62G2W DIRECTORATE OF BASE SUPPORT TIM MERRYMON SIERRA ARMY DEPOT HERLONG CA 96113 TEL: 530-827-5330 FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" 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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 81	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS

1. Submission of Quotes:

- Offeror's shall submit quotes using the solicitation SF 1449 and fill out with firm name, CAGE Code, prices, mark the following provisions & clauses as appropriate (52.204-24,52.204-26). Quotes without correct format may not be considered for evaluation.
- Offeror's shall submit quote no later than 10:00 AM PDT on solicitation due date. Failure to submit by the time/date specified on the solicitation, will be handled as a late proposal.
- The availability of this solicitation will be limited to the electronic medium. All contractual and technical questions must be submitted in writing and may be emailed to the Contract specialist Carolina Guerrero at carolina.guerrero4.civ@army.mil

2. General Information:

Questions must be received a minimum of seven (7) business days before the closing date listed in the RFQ. Questions shall include reference to the RFQ number in the subject line.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Annual maintenance service FFP Base Year: Annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement .Annual unit maintenance price \$XXX. POP: 17 Oct 2022 to 16 Oct 2023 FOB: Destination PSC CD: J043	2	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Semi- annual maintenance service FFP Base Year: Semi-annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Semi-annual unit maintenance price \$XXX. POP: 17 Oct 2022 to 16 Oct 2023 FOB: Destination PSC CD: J043	4	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contract Dta Requirement List -(CDRL) FFP Licenses and Certifications: The Contractor shall supply all licenses and certications of employees, contract manager and alternate manager required by Federal, State and Local enviromental laws and/or regulations necessary to adhere to the specifications of this contract. For required information see PWS at 1.6.11. THIS CDRL IS NOT SEPARATELY PRICED, PLEASE DO NOT PROVIDE A PRICE FOR THIS CLIN. FOB: Destination	1	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Contract Data Requirement List-(CDRL) FFP Quality Control Program & Safety Plan:The Contractor shall supply a quality control plan and safety plan within 30 days of contract award.Change updates within 5 working days. For required information see PWS 1.6.1. THIS CDRL IS NOT SEPARATELY PRICED, PLEASE DO NOT PROVIDE A PRICE FOR THIS CLIN. FOB: Destination PSC CD: J043	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Contract Data Requirement List-(CDRL) FFP Certified tests:The Contractor shall furnish the Government with certified laboratory, satisfactory, air quality test results/report before the recently serviced system can be put into service, within 30 days of service.For required information see PWS Part 5 Specific Tasks. THIS CDRL IS NOT SEPARATELY PRICED, PLEASE DO NOT PROVIDE A PRICE FOR THIS CLIN. FOB: Destination PSC CD: J043	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Contract Data Requirement List-(CDRL) FFP Schedule of maintenance: The Contractor shall furnish the Government a maintenance schedule at least 14 working days prior to the scheduled maintenance with the TPOC. For required information see PWS 5.1 and 1.4.THIS CDRL IS NOT SEPARATELY PRICED, PLEASE DO NOT PROVIDE A PRICE FOR THIS CLIN. FOB: Destination PSC CD: J043	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Annual maintenance service FFP Option Year 1: Annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement. Annual unit maintenance price \$XXX. POP:17 Oct 2023 to 16 Oct 2024 FOB: Destination PSC CD: J043	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Semi-annual maintenance service FFP Option Year 1: Semi-annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Semi-annual unit maintenance price \$XXX. POP: 17 Oct 2023 to 16 Oct 2024 FOB: Destination PSC CD: J043	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Annual maintenance service FFP Option Year 2: Annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Annual unit maintenance price \$XXX. POP: 17 Oct 2024 to 16 Oct 2025 FOB: Destination PSC CD: J043	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2002 Semi-annual maintenance service

FFP

Option Year 2: Semi-annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Semi-annual unit maintenance price \$XXX. POP: 17 Oct 2024 to 16 Oct 2025

FOB: Destination

PSC CD: J043

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3001 Annual maintenance service

FFP

Option Year 3: Annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Annual unit maintenance price \$XXX. POP: 17 Oct 2025 to 16 Oct 2026

FOB: Destination

PSC CD: J043

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Semi-annual maintenance service FFP Option Year 3: Semi-annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Semi-annual unit maintenance price \$XXX. POP: 17 Oct 2025 to 16 Oct 2026 FOB: Destination PSC CD: J043	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Annual maintenance service FFP Option Year 4: Annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Annual unit maintenance price \$XXX. POP: 17 Oct 2026 to 16 Oct 2027 FOB: Destination PSC CD: J043	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Semi-annual maintenance service FFP Option Year 4: Semi-annual Preventative Maintenance on two (2) Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) per Performance Work Statement.Semi-annual unit maintenance price \$XXX. POP: 17 Oct 2026 to 16 Oct 2027 FOB: Destination PSC CD: J043	4	Each		

NET AMT

PERFORMANCE WORK STATEMENT (PW

PERFORMANCE WORK STATEMENT (PWS)

Preventative Maintenance – Del-Monox Breathing Air Purifiers – Model DM 205

PART 1

GENERAL INFORMATION

1. **GENERAL:** This is a non-personnel services contract to provide Preventative Maintenance on two Del-Monox Breathing Air Purifier, Model DM 205 (Model #205DM-ES Unit #1 serial number is 1000002849981 and Unit #2 serial number is 1000002849982) SPX Deltech Del-Monox Breathing Air Purifier located at Paint Shop- Bldg.210. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Preventative Maintenance on two Del-Monox Breathing Air Purifier, Model DM 205, as defined in this Performance Work Statement (PWS), except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Background:** Government has two (2) units Del-Monox Breathing Air Purifier, Model DM 205 that require preventative maintenance service. The units require this maintenance to occur annual and bi-annual during the base year and option years. Sierra Army Depot (SIAD) utilizes two Del-Monox Breathing Air Purifiers, Model DM 205, to provide breathing air to personnel in a work facility.

1.3 **Objectives:** The Contractor shall perform manufacturer recommended service maintenance. One system will remain operational at all times – there will be NO break in supplied air. The Contractor shall furnish the Government with certified laboratory, satisfactory, air quality test results/report **before** the recently serviced system can be put into service, within 30 days of service.

1.4 **Scope:** Perform manufacturer recommended service maintenance in accordance with Part 5 of this PWS. Prior to service, Contractor shall notify via email/telephonically at a minimum of (14) fourteen days in advance that they will be on site performing services. Contractor shall check in and out with COR on day of service.

- 1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and five (5) 12-month option years. The Period of Performance reads as follows:

Base Year: 12 months

Option Year I: 12 months after Base Year

Option Year II: 12 months after Option Year I

Option Year III: 12 months after Option Year II

Option Year IV: 12 months after Option Year III

1.6 General Information

1.6.1 Quality Control & Safety Plan: The contractor shall develop and maintain an effective quality control program (QCP) and safety plan to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract and in accordance with safety plan. The QCP and safety plan shall be emailed, within 30 days after contract award to the Contracting Officer (KO) and Technical Point of Contact (TPOC) and within 5 working days when changes are made thereafter. After acceptance of the quality control and safety plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

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

1.6.3 Recognized Holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Juneteenth

Christmas Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Independence Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 0600-1130 and 1200-1700, Monday thru Thursday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor shall not be reimbursed when the government facility is closed for the above reasons. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS, when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at SIAD Herlong, CA in a government facility.

1.6.6 Type of Contract: Service contract. The government will award a Firm Fixed Price contract.

1.6.7 Security Requirements: Access and General Protection/Security Policy and Procedures: Contractor and all associated sub-contractors employees shall provide all information required for background checks (also known as vetting) to meet installation access requirements to be accomplished by installation Directorate of Risk Management. Contractor personnel performing work under this contract must have the vetting process complete and individual contractor approved for access to the installation at time of the notice to proceed, and must maintain the ability to pass the vetting process with a favorable determination required for the life of the contract. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control: N/A-no keys will be issued to the Contractor.

1.6.7.3 Lock Combinations: Combination locks are NOT authorized.

1.6.8 Special Qualifications: The contractor is responsible for ensuring all employees possess and maintain current a proper level of knowledge to proficiently operate and maintain breathing air purifiers during the execution of this contract.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Technical Point of Contact (TPOC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Technical Point of Contact (TPOC): The TPOC monitors all technical aspects of the contract and assists in contract administration. The TPOC is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. The TPOC is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The follow personnel are considered key personnel by the government: Contract Manager/Alternate contract manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0600-1130 and 1200-1700, Monday thru Thursday, except Federal holidays or when the government facility is closed for administrative reasons. The Contractor shall supply all licenses and certifications required by Federal, State and Local laws necessary to adhere to the specifications of the contract at the time of award or whenever changes occur in personnel.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to wear SIAD provided identification badges in the performance of this service.

1.6.13 Contractor Travel: N/A

1.6.14 Other Direct Costs: N/A

1.6.15 Data Rights: The Government has unlimited rights to all documents test reports. This right does not abrogate any other Government rights.

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform

evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.17 PHASE IN /PHASE OUT PERIOD: N/A

1.7 Environmental:

Sec. 1- Compliance with Environmental Laws and Regulations:

Contractor shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), as well as Major Subordinate Command (MSC) and Sierra Army Depot (SIAD) regulation, policy, Host Tenant Agreement, Interagency Service Support Agreement, or Status-of-Forces Agreement. Contractor shall immediately report any conflicts between applicable federal, state, local environmental laws, statutes, executive orders, and provisions of Army Regulation 200-1, and any specifications within this contract to the Contracting Officer Representative (COR).

Sec. 2 - Compliance with Green Procurement Requirements:

Contractor shall follow Federal EPA Comprehensive Procurement guidelines (www.epa.gov/cpg) and Army Contracting Command Quick Guide (<https://acc.aep.army.mil/accapps/ACCMAP/Documents/Quick-Guide-for-Sustainable-Procurement.docx>) for acquisition of building materials and products and select materials that have a long life cycle; the least toxic materials; recyclable materials; materials that are resource-efficient; materials with the maximum recycled content; materials harvested on a sustained yield basis; and products causing the least pollution during their manufacture, use, and reuse.

Sec. 3 - Compliance with License and Certification Requirements:

Contractor shall obtain all license and certification required by Federal, State, and Local environmental laws and regulations necessary to adhere to the specifications of this contract. The Contractor shall submit all plans, notifications, reports, submittal documents, and fees required by Federal, State, and Local environmental laws and regulations to the appropriate Federal, State, and Local authority and/or agency as necessary to adhere to the specification of this contract. All required licenses and certifications required by Federal, State, and Local environmental laws and/or regulations shall be considered a contract deliverable upon award.

Sec. 4 - Notification of Federal and State Regulators:

Contractor shall immediately notify the Designated Government Representative (DGR) and COR of the arrival on site of any Federal, State, local and/or DoD environmental regulator or enforcement agent and/or the receipt of any correspondence from above mentioned environmental regulatory agencies.

Sec. 5 - Inspections of Work Sites:

Contractor shall submit to potential Federal, State, Local, Army and installation work site environmental regulatory inspections and/or investigations into noncompliance, and fully cooperate with such inspections/investigations by providing the appropriate records and documentation. Environmental regulatory agencies are authorized by law to inspect any work site for environmental compliance with regulatory requirements. If an inspection is conducted, it will not stop or disrupt ongoing contract activities. The inspection will only require the work site environmental officer, or supervisor/manager to answer questions and/or escort the inspector to specific work site areas with the potential to affect environmental quality.

Sec. 6 - Reporting Noncompliance:

Contractor shall immediately report any nonconformance and/or noncompliance with applicable Federal, State or Local environmental laws, Army and installation environmental regulations or policies to the COR and DGR.

Sec. 7 - Verification of National Environmental Policy Act Documents:

Contractor shall obtain and comply with AMC's National Environmental Policy Act Policy and 32 CFR 651 which addresses actions to be taken by contractor (copies available from the COR or DGR). These documents include but is not limited to the analysis-associated decision document of an Environmental Impact Statement and Record of Decision; Environmental Assessment and Finding of No Significant Impact or Notice to Proceed; or Record of Environmental Consideration on the proposed contract actions prior to commencement of such actions.

Sec. 8 - Conformance with Environmental Management System (EMS):

Contractor shall take the necessary actions to identify, monitor, and control those contract operations and activities that pose risk of contamination, or can negatively impact the natural and/or human environment. SIAD currently operates and maintains an International Organization of Standards (ISO) 14001 certified program, "Fence to Fence". Contractor shall comply with all EMS program requirements.

Sec. 9 - Assignment of Environmental Compliance Designee (ECD): N/A

Sec. 10 - Competency Training for Contractor Personnel:

Contractor shall not allow personnel to perform any activities and/or tasks on AMC installations (SIAD) without proper and adequate qualifications or job competency training. In the event of any identified noncompliance, the Contractor shall, if requested, provide proof of contract personnel training or qualification (individual name, training/qualification type, training/qualification certificate, and date of training/qualification) to perform those contract activities associated with the identified noncompliance.

Sec. 11 - Generation of Solid Waste:

Contractor shall dispose of all solid waste generated, which cannot be recycled, into the appropriately marked solid waste containers and roll-offs provided. Contractor shall comply with the SIAD Integrated Solid Waste Management Plan.

11.1. Contractor shall make every effort to divert construction, demolition debris, and all other solid waste to comply with the Army Integrated Solid Waste Management Policy.

11.2. The Contractor shall coordinate with the installation Qualified Recycling Program (QRP) and Solid Waste Managers, DGR, and COR to arrange for recyclable materials to be removed and diverted from the waste stream.

11.3. Submit in writing the quantities of waste removed and recycled to the DGR and/or COR on a monthly basis. The submittal shall include the date of disposal/recycling, the disposal/recycling facility, the types of material disposed/recycled and the quantities of materials disposed/recycled by weight or volume.

11.4. The Contractor shall promote cost-effective waste reduction in all operations and facilities covered by the contract. This includes collection, separation, and processing products or other materials recovered from solid waste streams for use in the form of raw materials.

11.5. The Contractor shall make maximum effort to reduce and prevent waste.

Sec. 12 - Generation of Hazardous Waste:

Contractor shall assign all hazardous waste management responsibilities to the appointed ECD or designated personnel. Contractor shall contact the DGR and/or COR to obtain technical assistance from the Environmental Office for assisting the ECD with achieving and maintaining compliance with hazardous waste storage and disposal requirements. Contractor shall properly identify all waste and how generated as part of this contract to determine if any waste is hazardous waste as defined by both Federal and State EPA (40 CFR and Title 22 CCR). Contractor shall accumulate and properly manage hazardous waste in a satellite accumulation point at or near the point of generation or in a less-than-90-day site, in accordance with Federal, State, Local, Army, and installation regulation, policy, Host Tenant Agreement, Interagency Service Support Agreement or Status-of-Forces Agreement. The Contractor shall properly package all hazardous waste. The contractor shall arrange for pickup or deliver, all hazardous waste generated by contract activities from the installation, to the Hazardous Waste Storage facility, B. 380 as required by SIAD. The DGR and Environmental Office shall assist contractors with hazardous waste generators training and on-site management of their waste upon request.

Sec. 13. - Use of Hazardous Materials:

Contractor shall assign all hazardous materials management responsibilities to the appointed ECD or designated personnel. Contractor shall contact the DGR or COR to obtain technical assistance from Environmental Office for assisting the ECD with achieving and maintaining compliance with hazardous material storage, issue, use, and disposal requirements. Contractor shall submit to the COR and/or DGR a hazardous material inventory. The hazardous material inventory will be submitted 30 days prior to commencement of work for contracts that exceed 180 consecutive days. The inventory list will contain the hazardous material type and maximum quantities of materials anticipated to be stored on-site. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. The Contractor shall maintain copies of Safety Data Sheets for all hazardous materials used and stored on-site during performance of the contract. Contractor shall not supply or deliver any hazardous materials or chemicals to an installation that are listed on EPA toxic chemical list (33/50 Program - AKA 17 List) without prior written approval from DGR and/or COR.

Sec. 14. - Prevention of Storm Water Pollution: N/A

Sec. 15 - Storm Water Management Low Impact Design/Development (LID): N/A

Sec. 16 - Use of Pesticides: N/A

Sec. 17 - Protection of Work Site Resources: N/A

Sec. 18 - Prevention of Spills:

Contractor shall adopt the installation's Spill Prevention Control and Countermeasures Plan (SPCC) if transporting, processing, storing, or in any way managing hazardous waste, hazardous material, petroleum-oils-lubricants, or other restricted items. In case of a spill, the person in control of the spill site or their designated representative shall take appropriate action to protect workers and bystanders; contain the spill (if it can be done safely); secure the spill site; restrict ignition sources; and immediately contact the installation Fire and Emergency Services (Fire Department).

Sec. 19 - Protection of Sensitive Areas:

Contractor shall comply with all installation designated sensitive and/or off-limit area restrictions. Sensitive areas are generally demarked indicating what activities (e.g., driving, digging, foot traffic) are prohibited. The Contractor shall also adhere to the following installation sensitive areas requirements:

19.1. Cultural Resources Sites: Do not excavate, remove, damage, or otherwise deface any archeological resource.

19.2 Endangered Species Habitats: Do not initiate any action that may disturb, endanger, or damage to any degree the habitat of a threatened and endangered species.

19.3 Wetlands: Do not excavate or take any action that could fill or damage any wetland unless working under a project specific Corps of Engineers 404 permit. Wetlands include streams, riparian areas, bogs, marshes, and swamps.

Sec. 20 - Corrective Action for Noncompliance:

Contractor shall, when given a verbal and/or written notice of environmental noncompliance or nonconformance by the COR, take immediate corrective action. Failure or refusal to comply promptly may be grounds for the Contracting Officer to invoke the appropriate contractual remedies. This may cause all or part of the work to be stopped immediately until satisfactory corrective action has been taken.

Sec. 21 - Noise: N/A

Sec. 22 - Mercury:

Mercury is prohibited, unless specified otherwise, and with the exception of mercury vapor lamps and fluorescent lamps. Dumping of mercury-containing materials and devices such as mercury vapor lamps, fluorescent lamps, and mercury switches, in rubbish containers is prohibited. Remove without breaking, pack to prevent breakage, and transport out of the activity in an unbroken condition to the Hazardous Waste Storage facility, B. 380 as required by SIAD. Immediately report to the DGR and COR instances of breakage or mercury spillage. Clean mercury spill area to the satisfaction of the Contracting Officer and Environmental Office. Cleanup of a mercury spill shall not be recycled and shall be managed as a hazardous waste for disposal.

Sec. 23 - Universal Waste / e-Waste Management:

Universal waste including but not limited to some mercury containing building products such florescent lamps, mercury vapor lamps, high pressure sodium lamps, CRTs, batteries, aerosol paint containers, electrical equipment containing PCBs, and consumed electronic devices, shall be managed in accordance with applicable environmental law and SIAD Hazardous Waste Management Plan. Consult the Environmental Office for assistance.

Sec. 24 - Pollution Prevention / Hazardous Waste Minimization:

Minimize the use of hazardous materials and the generation of hazardous waste. Consult with the Environmental Office for suggestions from the installation's pollution prevention/hazardous waste minimization plan for supporting waste minimization goals.

PART 2 DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The Contracting Officer **only** individual who can legally bind the government.

2.1.3. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.4. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.5. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.6. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.7. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.8. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.9. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.10. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have private of contract with the subcontractor.

2.1.11 TECHNICAL POINT OF CONTACT (TPOC). An employee of the U.S. Government. Serves as coordinator of information pertaining to this requirement.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact

PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SIAD	Sierra Army Depot
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

- 3.1. Services: N/A
- 3.2 Facilities: N/A
- 3.3 Utilities: N/A
- 3.4 Equipment: N/A
- 3.5 Materials: N/A

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

- 4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.
- 4.2 Secret Facility Clearance: N/A
- 4.3. Materials: The Contractor shall furnish all materials, supplies, and equipment necessary to meet the requirements under this PWS.
- 4.4. Equipment: N/A

PART 5
SPECIFIC TASKS

5. Specific Tasks:

- 5.1 Basic Services: The Contractor shall perform manufacturer recommended service maintenance. The service maintenance per unit will include, but is not limited to the following:
 - 5.1.1 Converter Cartridge and Desiccant change – every 6 months.
 - 5.1.2 Air Line Filter and Oil Removal Filter change – every 6 months
 - 5.1.3 Adsorbent (Oil Water Removal) Filter change – every 6 months
 - 5.1.4 Humidity Indicator Cartridge Replacement – when required
 - 5.1.5 Desiccant Replacement – when required to maintain proper dew point
 - 5.1.6 Catalyst Cartridge Replacement – when required

- 5.1.7 Filter Element Replacement – when required
- 5.1.8 Humidity Indicator Cartridge Replacement – when required
- 5.1.9 Purge Muffler Change – every 6 months
- 5.1.10 Pilot Air Filter Element Replacement – every 12 months
- 5.1.11 Maintenance/repair/replacement of any broken or defective unit component not listed above
- 5.1.12 General visual inspection and operation of all unit valves and piping

The Contractor shall furnish the Government with certified laboratory, satisfactory, air quality test results/report **before** the recently serviced system can be put into service, within 30 days of service.

The Contractor shall warrant his service maintenance work for (45) days after completion to allow the Government time to obtain certified laboratory, satisfactory, air quality test results. The service maintenance invoice will not be paid until satisfactory air quality test results have been received.

A maintenance schedule shall be maintained by the Contractor. Maintenance schedule will be coordinated at least 14 working days prior to the scheduled maintenance with the COR or Technical POC and Contract Specialist.

5.2. Contractor shall supply all labor and materials. Contractor shall commence work upon award notification.

5.3. CONTRACTOR MANAGEMENT REPORTING (CMR): N/A

PART 6 APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

- 1.6.1 AR 11-34 (Army Respiratory Protection Program)
- 1.6.2 SIAD Regulation 420-7 (Fire Prevention and Protection)
- 1.6.3 All local, state and federal laws, codes and regulations.
- 1.6.4 DELMONOX Breathing Air Purifier Instruction Manual

PART 7 ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

- 7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary
- 7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
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PRS # 1 The contractor shall change the Converter Cartridge and Desiccant every 6 months 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 2 The contractor shall change the Air Line Filter and Oil Removal Filter every 6 months 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 3 The contractor shall change the Adsorbent (Oil Water Removal) Filter every 6 months 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 4 The contractor shall replace the Humidity Indicator Cartridge Replacement when required 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 5 The contractor shall replace the Desiccant when required, to maintain proper dew point 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 6 The contractor shall replace the Catalyst Cartridge when required 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 7 The contractor shall replace the Filter Element when required 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 8 The contractor shall replace the Humidity Indicator Cartridge Replacement when required 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 9 The contractor shall change the Purge Muffler every 6 months 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 10 The contractor shall replace the Pilot Air Filter Element Replacement every 12 months	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 11 The contractor shall Maintain, repair, replacement of any broken or defective unit component not listed above as required 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection
PRS # 12 The contractor shall conduct a general visual inspection and check operation of all unit valves and piping 5.1	Maintenance section of DELMONOX Breathing Air Purifier Instruction Manual	100%	100% Inspection

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Contract Manager/Alternate contract manager	At time of award whenever changes occur	2	1 Paper, 1 Electronic Document	KO and TPOC
Copy of all licenses and certification required by Federal, State, and Local environmental laws and/or regulations necessary to adhere to the specifications of this contract.	At time of award and whenever changes occur	2	1 Paper, 1 Electronic Document	KO and TPOC
Quality Control Program	Within 30 days after contract award to the KO and COR and within 5 working days when changes are made thereafter	2	1 Paper, 1 Electronic Document	KO and TPOC
Certified laboratory, satisfactory, air quality test results/report before the recently serviced system can be put into service, within 30 days of service.	Must be delivered before the recently serviced system can be put into service, within 30 days of service.	2	1 Paper, 1 Electronic Document	TPOC
Schedule of maintenance (maintained by the Contractor)	Maintenance will be coordinated at least 14 working days prior to the scheduled maintenance	2	1 Paper, 1 Electronic Document	TPOC

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
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-OCT-2022 TO 16-OCT-2023	N/A	DIRECTORATE OF BASE SUPPORT TIM MERRYMON SIERRA ARMY DEPOT HERLONG CA 96113 530-827-5330 FOB: Destination	W62G2W
0002	POP 17-OCT-2022 TO 16-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
0003	N/A	N/A	N/A	N/A
0004	POP 22-SEP-2022 TO 21-SEP-2023	N/A	DIRECTORATE OF BASE SUPPORT TIM MERRYMON SIERRA ARMY DEPOT HERLONG CA 96113 530-827-5330 FOB: Destination	W62G2W
0005	POP 22-SEP-2022 TO 21-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
0006	POP 22-SEP-2022 TO 21-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
1001	POP 17-OCT-2023 TO 16-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
1002	POP 17-OCT-2023 TO 16-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
2001	POP 17-OCT-2024 TO 16-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W

2002	POP 17-OCT-2024 TO 16-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
3001	POP 17-OCT-2025 TO 16-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
3002	POP 17-OCT-2025 TO 16-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
4001	POP 17-OCT-2026 TO 16-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W
4002	POP 17-OCT-2026 TO 16-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2W

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.222-26	Equal Opportunity	SEP 2016
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.215-7008	Only One Offer	JUL 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022

252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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

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

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

(End of provision)

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

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

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

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.212-2 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:

Price and price only

As part of the price evaluation, the Government will evaluate the option to extend services under FAR Clause 52.217-8 by adding one half (6 months) of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, first, second, third, forth and one half of the forth option. Offerors are required to price the base and four options. Offerors shall not submit a price for the potential 6 month extension of services period.

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

“Small business concern”--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) (☐) Outside the United States.

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

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

(2) (☐) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

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

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

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

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

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

- (☐) Corporate entity (tax-exempt);
- (☐) Government entity (Federal, State, or local);
- (☐) Foreign government;
- (☐) International organization per 26 CFR 1.6049-4;
- (☐) Other -----.

(5) Common parent.

- (☐) Offeror is not owned or controlled by a common parent;
- (☐) Name and TIN of common parent:

Name - .
 TIN - .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

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

Highest level owner CAGE code:

Highest level owner legal name:

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

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

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

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

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

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

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

____ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

____ (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).

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

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

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

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

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

- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2021) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.

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

____ (ii) Alternate I (JUL 2014) of 52.222-36.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

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

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

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

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

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

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

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

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

X (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.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-8 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) days.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is

longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Sierra Army Depot
74 Currant St BLG 60.
Herlong, CA 96113

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

(End of provision)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)

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

Storage means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

Toxic or hazardous materials means--

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing, treating, or disposing of toxic or hazardous materials not owned by DoD on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense. A charge may be assessed for any storage or disposal authorized under any of the exceptions to 10 U.S.C. 2692. If a charge is to be assessed, then such assessment shall be identified elsewhere in the contract with payment to the Government on a reimbursable cost basis.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when--

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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.cb.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.cb.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.

(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.

Invoice 2in1

(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.

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W912GY
Admin DoDAAC**	W912GY
Inspect By DoDAAC	N/A
Ship To Code	W62G2W
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	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	W62G2W

(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.

___CAROLINA GUERRERO-
carolina.guerrero4.civ@army.mil_____

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

(End of clause)

CDRL A001

DD FORM 1423, FEB 2001

Licenses and certifications

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED
Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0003

D. SYSTEM/ITEM:

B. EXHIBIT:

E. CONTRACT/PR NO.:

C. CATEGORY:

TDP ☒

TM _____

OTHER _____

F. CONTRACTOR:

1. DATA ITEM NO: A001
2. TITLE: Licenses and certifications
3. SUBTITLE:
4. AUTHORITY: 5. CONTRACT REFERENCE:1.6.11
6. REQUIRING OFFICE: 7. DD250 REQ: No
8. APP CODE: 9. DIST. STATEMENT REQ:
10. FREQUENCY: Date of award 11. AS OF DATE:award's date
12. DATE OF FIRST SUBMISSION:at contract award
13. DATE OF SUBS. SUBMISSION:
14. DISTRIBUTION:
 A. ADDRESSEE:KO and TPOC
 B. COPIES:
 DRAFT:
 FINAL:
 REG REPRO:
 A. ADDRESSEE:
 B. COPIES:
 DRAFT:
 FINAL:
 REG REPRO:
 A. ADDRESSEE:
 B. COPIES:
 DRAFT:
 FINAL:
 REG REPRO:
15. TOTAL COPIES: 1

PAGE 1 OF 2 PAGES

16. REMARKS: The Contractor shall supply all licenses and certifications of employees, contract manager and alternate manager required by Federal, State, and Local environmental laws and/or regulations necessary to adhere to the specifications of this contract.

SUBMIT ELECTRONICALLY TO KO & TPOC

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:Carolina Guerrero
H: DATE: 8/1/2022
I: APPROVED BY:
J: DATE:

PAGE 2 OF 2 PAGES

CDRL A002

DD FORM 1423, FEB 2001

Quality Control Program & Safety Plan

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED
Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:0004

D. SYSTEM/ITEM:

B. EXHIBIT:

E. CONTRACT/PR NO.:

C. CATEGORY:

TDP ☒

TM _____

OTHER _____

F. CONTRACTOR:

1. DATA ITEM NO: A002

2. TITLE: Quality Control Program & Safety Plan

3. SUBTITLE:

4. AUTHORITY:

5. CONTRACT REFERENCE:1.6.1

6. REQUIRING OFFICE:

7. DD250 REQ: No

8. APP CODE:

9. DIST. STATEMENT REQ:

10. FREQUENCY: Within 30 days after contract award

11. AS OF DATE:30 days after contract award

12. DATE OF FIRST SUBMISSION: 30 days after contract award

13. DATE OF SUBS. SUBMISSION: 5 working days

14. DISTRIBUTION:

A. ADDRESSEE:KO and TPOC

B. COPIES:

DRAFT:

FINAL:

REG REPRO:

A. ADDRESSEE:

B. COPIES:

DRAFT:

FINAL:

REG REPRO:

A. ADDRESSEE:

B. COPIES:

DRAFT:

FINAL:

REG REPRO:

15. TOTAL COPIES: 1

PAGE 1 OF 2 PAGES

16. REMARKS: The Contractor shall supply a quality control plan and safety plan within 30 days of contract award. Change updates within 5 working days

SUBMIT ELECTRONICALLY TO KO & TPOC

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Carolina Guerrero

H: DATE: 8/1/2022

I: APPROVED BY:

J: DATE:

PAGE 2 OF 2 PAGES

CDRL A003

DD FORM 1423, FEB 2001

Certified tests

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED
Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0005

D. SYSTEM/ITEM:

B. EXHIBIT:

E. CONTRACT/PR NO.:

C. CATEGORY:

TDP ☒

TM ☐

OTHER ☐

F. CONTRACTOR:

1. DATA ITEM NO: A003

2. TITLE: Certified tests

3. SUBTITLE:

4. AUTHORITY:

5. CONTRACT REFERENCE: Part 5 Specific Tasks

6. REQUIRING OFFICE:

7. DD250 REQ: No

8. APP CODE: 9. DIST. STATEMENT REQ:
10. FREQUENCY: Within 30 days of service
11. AS OF DATE: Monday
12. DATE OF FIRST SUBMISSION: Within 30 days of service
13. DATE OF SUBS. SUBMISSION: Within 30 days of service
14. DISTRIBUTION:
 A. ADDRESSEE: KO and TPOC
 B. COPIES:
 DRAFT:
 FINAL:
 REG REPRO:
 A. ADDRESSEE:
 B. COPIES:
 DRAFT:
 FINAL:
 REG REPRO:
 A. ADDRESSEE:
 B. COPIES:
 DRAFT:
 FINAL:
 REG REPRO:
15. TOTAL COPIES: 1

PAGE 1 OF 2 PAGES

16. REMARKS: The Contractor shall furnish the Government with certified laboratory, satisfactory, air quality test results/report before the recently serviced system can be put into service, within 30 days of service.

SUBMIT ELECTRONICALLY TO KO & TPOC

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- - - - -
G. PREPARED BY: Carolina Guerrero
H: DATE: 8/1/2022
I: APPROVED BY:
J: DATE:

PAGE 2 OF 2 PAGES

CDRL A004

DD FORM 1423, FEB 2001
Schedule of Maintenance

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED
Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:0006

D. SYSTEM/ITEM:

B. EXHIBIT:

E. CONTRACT/PR NO.:

C. CATEGORY:

TDP ☒

TM _____

OTHER _____

F. CONTRACTOR:

1. DATA ITEM NO: A004

2. TITLE: Schedule of Maintenance

3. SUBTITLE:

4. AUTHORITY:

5. CONTRACT REFERENCE:Part 5.1 and 1.4

6. REQUIRING OFFICE:

7. DD250 REQ: No

8. APP CODE:

9. DIST. STATEMENT REQ:

10. FREQUENCY: Within 14 days of schedule maintenance

11. AS OF DATE:Monday

12. DATE OF FIRST SUBMISSION: Within 14 days of schedule service

13. DATE OF SUBS. SUBMISSION: Within 14 days of schedule service

14. DISTRIBUTION:

A. ADDRESSEE:KO and TPOC

B. COPIES:

DRAFT:

FINAL:

REG REPRO:

A. ADDRESSEE:

B. COPIES:

DRAFT:

FINAL:

REG REPRO:

A. ADDRESSEE:

B. COPIES:

DRAFT:

FINAL:

REG REPRO:

15. TOTAL COPIES: 1

PAGE 1 OF 2 PAGES

16. REMARKS: The Contractor shall furnish the Government a maintenance schedule at least 14 working days prior to the scheduled maintenance with the TPOC.

SUBMIT ELECTRONICALLY TO KO & TPOC

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

- - - - -
G. PREPARED BY: Carolina Guerrero

H: DATE: 8/1/2022

I: APPROVED BY:

J: DATE:

PAGE 2 OF 2 PAGES

WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5679
Daniel W. Simms	Division of	Revision No.: 20
Director	Wage Determinations	Date Of Last Revision: 07/21/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022: 	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022: 	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional

information on contractor requirements and worker protections under the Executive Orders
is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: California

Area: California County of Lassen

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.40
01012 - Accounting Clerk II		19.55
01013 - Accounting Clerk III		21.86
01020 - Administrative Assistant		29.03
01035 - Court Reporter		19.55
01041 - Customer Service Representative I		15.02
01042 - Customer Service Representative II		16.88
01043 - Customer Service Representative III		18.42
01051 - Data Entry Operator I		15.41
01052 - Data Entry Operator II		16.82
01060 - Dispatcher Motor Vehicle		22.45
01070 - Document Preparation Clerk		15.67
01090 - Duplicating Machine Operator		15.67
01111 - General Clerk I		14.63***
01112 - General Clerk II		15.96
01113 - General Clerk III		17.91
01120 - Housing Referral Assistant		21.80
01141 - Messenger Courier		14.11***
01191 - Order Clerk I		17.27
01192 - Order Clerk II		18.84
01261 - Personnel Assistant (Employment) I		18.22
01262 - Personnel Assistant (Employment) II		20.38
01263 - Personnel Assistant (Employment) III		22.72
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		17.60
01300 - Scheduler Maintenance		17.48
01311 - Secretary I		17.48
01312 - Secretary II		19.55
01313 - Secretary III		21.80
01320 - Service Order Dispatcher		19.56
01410 - Supply Technician		29.03
01420 - Survey Worker		23.48
01460 - Switchboard Operator/Receptionist		17.20
01531 - Travel Clerk I		15.49
01532 - Travel Clerk II		16.73
01533 - Travel Clerk III		17.99
01611 - Word Processor I		14.86***
01612 - Word Processor II		16.69
01613 - Word Processor III		18.66
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		28.06
05010 - Automotive Electrician		24.93
05040 - Automotive Glass Installer		23.45
05070 - Automotive Worker		23.45
05110 - Mobile Equipment Servicer		20.50
05130 - Motor Equipment Metal Mechanic		26.43
05160 - Motor Equipment Metal Worker		23.45
05190 - Motor Vehicle Mechanic		26.43

05220 - Motor Vehicle Mechanic Helper	18.96
05250 - Motor Vehicle Upholstery Worker	21.97
05280 - Motor Vehicle Wrecker	23.45
05310 - Painter Automotive	24.93
05340 - Radiator Repair Specialist	23.45
05370 - Tire Repairer	17.27
05400 - Transmission Repair Specialist	26.43
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.51
07041 - Cook I	18.18
07042 - Cook II	20.80
07070 - Dishwasher	14.34***
07130 - Food Service Worker	14.81***
07210 - Meat Cutter	19.16
07260 - Waiter/Waitress	14.30***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.14
09040 - Furniture Handler	17.83
09080 - Furniture Refinisher	25.14
09090 - Furniture Refinisher Helper	20.34
09110 - Furniture Repairer Minor	22.77
09130 - Upholsterer	23.03
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.92***
11060 - Elevator Operator	16.41
11090 - Gardener	21.95
11122 - Housekeeping Aide	16.72
11150 - Janitor	16.72
11210 - Laborer Grounds Maintenance	17.17
11240 - Maid or Houseman	14.68***
11260 - Pruner	15.63
11270 - Tractor Operator	20.30
11330 - Trail Maintenance Worker	17.17
11360 - Window Cleaner	18.06
12000 - Health Occupations	
12010 - Ambulance Driver	20.85
12011 - Breath Alcohol Technician	26.11
12012 - Certified Occupational Therapist Assistant	35.83
12015 - Certified Physical Therapist Assistant	34.63
12020 - Dental Assistant	21.85
12025 - Dental Hygienist	52.04
12030 - EKG Technician	39.58
12035 - Electroneurodiagnostic Technologist	39.58
12040 - Emergency Medical Technician	20.85
12071 - Licensed Practical Nurse I	23.34
12072 - Licensed Practical Nurse II	26.11
12073 - Licensed Practical Nurse III	29.12
12100 - Medical Assistant	18.41
12130 - Medical Laboratory Technician	29.98
12160 - Medical Record Clerk	20.18
12190 - Medical Record Technician	22.57
12195 - Medical Transcriptionist	23.34
12210 - Nuclear Medicine Technologist	57.39
12221 - Nursing Assistant I	12.82***
12222 - Nursing Assistant II	14.41***
12223 - Nursing Assistant III	15.73
12224 - Nursing Assistant IV	17.65
12235 - Optical Dispenser	22.28
12236 - Optical Technician	23.25
12250 - Pharmacy Technician	21.23
12280 - Phlebotomist	23.94
12305 - Radiologic Technologist	47.21

12311 - Registered Nurse I	31.39
12312 - Registered Nurse II	38.65
12313 - Registered Nurse II Specialist	38.65
12314 - Registered Nurse III	46.46
12315 - Registered Nurse III Anesthetist	46.46
12316 - Registered Nurse IV	55.68
12317 - Scheduler (Drug and Alcohol Testing)	32.35
12320 - Substance Abuse Treatment Counselor	29.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	25.68
13013 - Exhibits Specialist III	32.35
13041 - Illustrator I	21.37
13042 - Illustrator II	25.68
13043 - Illustrator III	32.35
13047 - Librarian	29.32
13050 - Library Aide/Clerk	17.58
13054 - Library Information Technology Systems Administrator	26.48
13058 - Library Technician	18.86
13061 - Media Specialist I	18.53
13062 - Media Specialist II	20.73
13063 - Media Specialist III	23.84
13071 - Photographer I	17.71
13072 - Photographer II	19.82
13073 - Photographer III	24.55
13074 - Photographer IV	30.03
13075 - Photographer V	36.34
13090 - Technical Order Library Clerk	21.83
13110 - Video Teleconference Technician	20.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.00
14042 - Computer Operator II	21.25
14043 - Computer Operator III	23.71
14044 - Computer Operator IV	26.33
14045 - Computer Operator V	29.15
14071 - Computer Programmer I	(see 1) 22.61
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.00
14160 - Personal Computer Support Technician	26.33
14170 - System Support Specialist	29.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.62
15020 - Aircrew Training Devices Instructor (Rated)	39.42
15030 - Air Crew Training Devices Instructor (Pilot)	41.59
15050 - Computer Based Training Specialist / Instructor	29.62
15060 - Educational Technologist	38.66
15070 - Flight Instructor (Pilot)	41.59
15080 - Graphic Artist	25.59
15085 - Maintenance Test Pilot Fixed Jet/Prop	46.08
15086 - Maintenance Test Pilot Rotary Wing	46.08
15088 - Non-Maintenance Test/Co-Pilot	46.08
15090 - Technical Instructor	23.85
15095 - Technical Instructor/Course Developer	29.17
15110 - Test Proctor	19.24
15120 - Tutor	19.24
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	

16010 - Assembler	16.90
16030 - Counter Attendant	16.90
16040 - Dry Cleaner	19.31
16070 - Finisher Flatwork Machine	16.90
16090 - Presser Hand	16.90
16110 - Presser Machine Drycleaning	16.90
16130 - Presser Machine Shirts	16.90
16160 - Presser Machine Wearing Apparel Laundry	16.90
16190 - Sewing Machine Operator	20.11
16220 - Tailor	20.91
16250 - Washer Machine	17.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	29.02
19040 - Tool And Die Maker	35.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.08
21030 - Material Coordinator	23.54
21040 - Material Expediter	23.54
21050 - Material Handling Laborer	18.61
21071 - Order Filler	14.56***
21080 - Production Line Worker (Food Processing)	23.08
21110 - Shipping Packer	22.48
21130 - Shipping/Receiving Clerk	22.48
21140 - Store Worker I	16.04
21150 - Stock Clerk	19.92
21210 - Tools And Parts Attendant	23.08
21410 - Warehouse Specialist	23.08
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.06
23019 - Aircraft Logs and Records Technician	25.22
23021 - Aircraft Mechanic I	30.33
23022 - Aircraft Mechanic II	32.06
23023 - Aircraft Mechanic III	33.81
23040 - Aircraft Mechanic Helper	21.76
23050 - Aircraft Painter	28.61
23060 - Aircraft Servicer	25.22
23070 - Aircraft Survival Flight Equipment Technician	28.61
23080 - Aircraft Worker	26.91
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.91
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.33
23110 - Appliance Mechanic	29.02
23120 - Bicycle Repairer	23.87
23125 - Cable Splicer	47.67
23130 - Carpenter Maintenance	30.64
23140 - Carpet Layer	27.30
23160 - Electrician Maintenance	32.71
23181 - Electronics Technician Maintenance I	28.60
23182 - Electronics Technician Maintenance II	30.39
23183 - Electronics Technician Maintenance III	32.23
23260 - Fabric Worker	25.58
23290 - Fire Alarm System Mechanic	30.77
23310 - Fire Extinguisher Repairer	23.87
23311 - Fuel Distribution System Mechanic	35.45
23312 - Fuel Distribution System Operator	27.53
23370 - General Maintenance Worker	21.95
23380 - Ground Support Equipment Mechanic	30.33
23381 - Ground Support Equipment Servicer	25.22
23382 - Ground Support Equipment Worker	26.91
23391 - Gunsmith I	23.87
23392 - Gunsmith II	27.30

23393 - Gunsmith III	30.77
23410 - Heating Ventilation And Air-Conditioning Mechanic	26.70
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	28.22
23430 - Heavy Equipment Mechanic	29.36
23440 - Heavy Equipment Operator	28.13
23460 - Instrument Mechanic	30.77
23465 - Laboratory/Shelter Mechanic	29.02
23470 - Laborer	18.61
23510 - Locksmith	29.02
23530 - Machinery Maintenance Mechanic	28.44
23550 - Machinist Maintenance	22.95
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	30.77
23592 - Metrology Technician II	32.53
23593 - Metrology Technician III	34.30
23640 - Millwright	30.62
23710 - Office Appliance Repairer	29.02
23760 - Painter Maintenance	24.55
23790 - Pipefitter Maintenance	30.88
23810 - Plumber Maintenance	29.13
23820 - Pneudraulic Systems Mechanic	30.77
23850 - Rigger	30.77
23870 - Scale Mechanic	27.30
23890 - Sheet-Metal Worker Maintenance	30.77
23910 - Small Engine Mechanic	26.37
23931 - Telecommunications Mechanic I	29.49
23932 - Telecommunications Mechanic II	31.17
23950 - Telephone Lineman	38.37
23960 - Welder Combination Maintenance	23.99
23965 - Well Driller	30.77
23970 - Woodcraft Worker	30.77
23980 - Woodworker	23.87
24000 - Personal Needs Occupations	
24550 - Case Manager	24.59
24570 - Child Care Attendant	14.51***
24580 - Child Care Center Clerk	18.11
24610 - Chore Aide	14.31***
24620 - Family Readiness And Support Services Coordinator	24.59
24630 - Homemaker	24.59
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.51
25040 - Sewage Plant Operator	30.68
25070 - Stationary Engineer	30.51
25190 - Ventilation Equipment Tender	21.90
25210 - Water Treatment Plant Operator	30.68
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.00
27007 - Baggage Inspector	15.99
27008 - Corrections Officer	37.70
27010 - Court Security Officer	30.80
27030 - Detection Dog Handler	18.18
27040 - Detention Officer	37.70
27070 - Firefighter	24.10
27101 - Guard I	15.99
27102 - Guard II	18.18
27131 - Police Officer I	37.90
27132 - Police Officer II	42.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.18

28042 - Carnival Equipment Repairer	19.65
28043 - Carnival Worker	14.22***
28210 - Gate Attendant/Gate Tender	19.34
28310 - Lifeguard	14.98***
28350 - Park Attendant (Aide)	21.63
28510 - Recreation Aide/Health Facility Attendant	15.78
28515 - Recreation Specialist	26.79
28630 - Sports Official	17.22
28690 - Swimming Pool Operator	22.47
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.30
29020 - Hatch Tender	27.30
29030 - Line Handler	27.30
29041 - Stevedore I	25.58
29042 - Stevedore II	29.02
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.58
30023 - Archeological Technician III	27.97
30030 - Cartographic Technician	27.97
30040 - Civil Engineering Technician	29.13
30051 - Cryogenic Technician I	30.53
30052 - Cryogenic Technician II	33.72
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.58
30063 - Drafter/CAD Operator III	25.18
30064 - Drafter/CAD Operator IV	30.98
30081 - Engineering Technician I	18.94
30082 - Engineering Technician II	21.26
30083 - Engineering Technician III	23.79
30084 - Engineering Technician IV	29.47
30085 - Engineering Technician V	36.05
30086 - Engineering Technician VI	43.62
30090 - Environmental Technician	28.22
30095 - Evidence Control Specialist	27.57
30210 - Laboratory Technician	24.80
30221 - Latent Fingerprint Technician I	30.53
30222 - Latent Fingerprint Technician II	33.72
30240 - Mathematical Technician	28.22
30361 - Paralegal/Legal Assistant I	20.22
30362 - Paralegal/Legal Assistant II	25.06
30363 - Paralegal/Legal Assistant III	30.53
30364 - Paralegal/Legal Assistant IV	37.09
30375 - Petroleum Supply Specialist	33.72
30390 - Photo-Optics Technician	27.97
30395 - Radiation Control Technician	33.72
30461 - Technical Writer I	27.97
30462 - Technical Writer II	34.21
30463 - Technical Writer III	41.09
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	30.98
30502 - Weather Forecaster II	37.69
30620 - Weather Observer Combined Upper Air Or (see 2)	25.18
Surface Programs	
30621 - Weather Observer Senior (see 2)	27.97

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	16.19
31030 - Bus Driver	22.08
31043 - Driver Courier	17.41
31260 - Parking and Lot Attendant	14.42***
31290 - Shuttle Bus Driver	18.79
31310 - Taxi Driver	15.04
31361 - Truckdriver Light	18.79
31362 - Truckdriver Medium	20.13
31363 - Truckdriver Heavy	23.01
31364 - Truckdriver Tractor-Trailer	23.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	14.33***
99050 - Desk Clerk	14.49***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	16.60
99252 - Laboratory Animal Caretaker II	17.94
99260 - Marketing Analyst	24.83
99310 - Mortician	26.22
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	22.09
99711 - Recycling Specialist	25.95
99730 - Refuse Collector	23.04
99810 - Sales Clerk	15.23
99820 - School Crossing Guard	16.90
99830 - Survey Party Chief	30.85
99831 - Surveying Aide	20.81
99832 - Surveying Technician	22.62
99840 - Vending Machine Attendant	21.61
99841 - Vending Machine Repairer	26.24
99842 - Vending Machine Repairer Helper	21.61

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance

Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See

29 CFR 4.6(b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c) (1))."

LOCAL NARRATIVES

Local Narratives:

AS3001 (PROVISION)

A. _____ ELECTRONIC BIDS/PROPOSALS/OFFERS/QUOTES REQUIRED IN RESPONSE TO THIS SOLICITATION (JUL 2020)

(a) All Army Contracting Command - Sierra Army Depot (SIAD) solicitations will be publicized on the SAM website (<https://sam.gov/>). Any additional attachments, when available electronically, will be separate attachments or links embedded in the solicitation.

(b) Bids/Proposals must be submitted in electronic media. When submitting your bid/proposal electronically, the bid/proposal and any supplemental information (such as spreadsheets, backup data, technical information), can be submitted using any of the following electronic formats:

(1) Microsoft* Office Products (Sierra can read Microsoft Office* 2013 and lower); Word, Excel, or PowerPoint. Spreadsheets must be sent in a format that includes all formulate macro and format information. Print image is not acceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 300 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic bid/offer and be accessible offline.

(4) Other electronic formats are not acceptable.

(c) Transmission methods:

(1) E-mail. If you choose to use e-mail, address your bid/proposal usarmy.sierra.tacom.mbx.sier-contracting-offers@army.mil. ENSURE THE EMAIL HAS A SUBJECT LINE. THE SUBJECT LINE OF THE E-MAIL MUST READ:

BID-[solicitation number] or PROPOSAL-[solicitation number], whichever is applicable [Name of Company/offeror] OPENS [opening date for bids] or CLOSES [closing date for proposals], whichever is applicable.

Maximum size of each e-mail shall be 10 megabytes. Use the file compression described in the NOTE in paragraph (a) (4) above. You may use multiple e-mail messages for each bid/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

Attachments CANNOT have any of the following extensions: ade, adp, app, asx, bas, bat, chm, cmd, com, cpl, crt, csh, exe, fpx, hlp, hta, inf, ins, isp, js, jse, ksh, lnk, mda, mdb, mde, mdt, mdw, mdz, msc, msi, msp, mst, ops, pcd, pif, prf, prg, reg, scf, scr, sct, shb, shs, url, vb, vbe, vbs, wsc, wsf, wsh, ade, adp, asx, bas, bat, chm, cmd, com, cpl, crt, exe, hlp, hta, htm, html, htc, inf, ins, isp, js, jse, lnk, mda, mdb, mde, mdz, mht, mhtml, msc, msi, msp, mst, pcd, pif, prf, reg, scf, scr, sct, shb, shs, shtm, shtml, stm, url, vb, vbe, vbs, wsc, wsf, wsh, xml, dir, dcr, plg, spl, swf

Ensure that filenames of attachments DO NOT contain spaces to limit virus scanners rejecting the email as unscannable.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. NOTE: Winzip file(s) will need to have an extension of .zzz in order to be received at Sierra Army Depot.

(d) Please select only one medium by which to transmit each bid/proposal.

(e) Timely receipt of offers/proposals:

(1) Your attention is called to the solicitation closing date and time on the solicitation is local time for the Army Contracting Command - Sierra Army Depot (SIAD). Lateness rules for electronic submissions for bids are outlined in FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids," for proposals in FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition" or FAR 52.212-1, "Instructions to Offerors-Commercial Items." Pay particular attention to the applicable clause as it relates to the timing of submissions.

(2) NOTE: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

(f) Security Note: If you choose to password-protect access to your bid/offer, you must provide the password to Sierra Army Depot at least ten days prior to the opening/closing date. Contact the buyer identified in the solicitation. Passwords used only for the purpose of write protecting files need not be provided.

(g) Electronic bids/proposals must include, as minimum:

(1) E-mailed bids/proposals must include a signed SF 33 cover sheet, SF 1449 or SF 1442 (whichever is applicable) that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions. For solicitations issued on an SF 33, this would include Sections A, B, F, and K. For solicitations issued on an SF 1442, this would include Sections 00010 and 00600. For solicitations issued on an SF 1449, you must review the solicitation to ascertain where all of the required fill-ins are located since commercial acquisitions do not have designated sections.

A statement of agreement to all the terms, conditions, and provisions of the solicitation.

Any other information required by the solicitation.

(h) Please see FAR 14.406 for a description of the steps the Government shall take with regard to unreadable electronic bids received via the media described in paragraphs (b) above. See FAR 15.207(c) for a description of steps the government shall take with regard to unreadable proposals.

(i) Bidders/Offerors shall make every effort to ensure that their bid/proposal is virus-free. Bids/proposals (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" per paragraph (h) above. Use of any formats other than those listed above may result in the file being quarantined and will be considered by Sierra Army Depot to be "unreadable" files.

Note (Macros): The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email bid/offer to be quarantined. In that event paragraph (g) above applies.

AS6311 (PROVISION)**A. Electronic Contracting**

(a) All Army Contracting Command - Sierra Army Depot solicitations will be publicized on the System for Award Management website (<https://www.sam.gov>). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

(b) As of 24 May 2021, unless directed to do otherwise in Section L of this solicitation, vendors are required to submit a quote or proposal SAM.gov.

(1) Maximum size of each e-mail shall be 10 megabytes. You may use multiple e-mail messages for each bid/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3". Bids can be submitted using any of the following electronic formats:

(2) Microsoft Office Products; Word, Excel, or PowerPoint. Spreadsheets must be sent in a format that includes all formulate macro and format information. Print image is not acceptable.

(3) Files in Adobe PDF (Portable Document Format). Scanners should be set to 300 dots per inch.

(4) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic bid/offer and be accessible offline.

(5) Other electronic formats are not acceptable.

Ensure that filenames of attachments DO NOT contain spaces to limit virus scanners rejecting the email as unscannable.

(d) Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

(e) It is the responsibility of the Offeror to ensure the proposal/quote is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if the proposal/quote was not received at the initial point of entry to the Government infrastructure (in this case, received through SAM) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal/quote is defined to mean ALL volumes or parts required in the solicitation are included in the electronic submission.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned when submitting proposals to allow adequate time for submission.

(f) Solicitations may remain posted on SAM.gov after the solicitation closing date. If the response deadline has passed for the solicitation, vendors will no longer be able to submit electronic responses.

(g) Any award issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the

contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Government's intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(h) Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website at <http://www.aptac-us.org/> to locate a regional center.

AS7526

A. __NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON)

Contractor is hereby notified that there is a potential impact on contractor performance on during increased FPCON during periods of increased threat. During FPCONs Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

AS7527

A. __NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP)

In accordance with AR 525-13, Contractor personnel working on an Army installation, arsenal, base or other DoD facility (owned or leased by DoD/Department of the Army), are subject to participation in Installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc).

CS7520

C. __ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES

(a) The contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9 "Personal Identity Verification of Contractor Personnel") as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(b) For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency

Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05, The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six (6) months or more. At the discretion of the sponsoring activity, an initial CAC may be issued on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personal Management.

(c) For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards, and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures elsewhere in Section C; Non-disclosure Statement; for OCONUS locations, refer to the Status of Forces Agreement and other theater regulations.

HS3001

H. _____ INSURANCE (FIXED PRICE CONTRACT)

Pursuant to the requirements of the contract clause 52.228-5 titled "Insurance-Work on a Government Installation", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

(a) Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

(b) Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.

(c) Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.

LS7015 (PROVISION)

L. _____ HQ-AMC LEVEL PROTEST PROCEDURES

Complete AMC Protest Procedures can be found at:
<http://www.amc.army.mil/Connect/Legal-Resources/>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

WORKING DAYS (Four day work week)

Normal working days will be Monday through Thursday (except National Legal Holidays). Work hours for the contractor are from 0630 through 1700 daily. No overtime work will

be authorized without specific approval and clearance of the Contracting Officer. Any overtime work not called for in the contract will be at no additional cost to the Government. THE GOVERNMENT WILL PAY FOR NO OVERTIME, UNLESS PERFORMED AT REQUEST OF THE CONTRACTING OFFICER.

UNIT PRICES (PROVISION)

- (a) Unit prices must be firm and cannot be made subject to any contingencies.
- (b) Unit prices will include all Federal taxes, packing charges and transportation charges to F.O.B. point and will govern in all cases of inconsistency as to price.

FIRE PREVENTION AND PROTECTION

(a) The Contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the office of the Fire Inspector. The contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of the contract and Depot Fire Regulations.

ACCESS TO SIERRA ARMY DEPOT (JUL 2020)

(a) Contractors by virtue of contract award will be given access privileges to Sierra Army Depot. Contractors and Sub-Contractors are required to provide a completed SIAD Form 1246, 96 hours prior to the start of work. Form may be submitted via email to the contract POC or faxed to 530-827-4675. Pass and ID will issue a badge to go on base from 0630 to 1600 Mon-Thur. (Applies to contracts that require access to restricted areas). Contractors: Must have a badge to access Sierra Army Depot.

- (1) Contractor Work Trucks not requiring a CDL only needs a Badge for access.
- (2) Contractor Work Trucks requiring a CDL to drive (Semis) must have a Badge and a Truck pass for access.
- (3) ESCORT contractors and drivers must have either a Sierra Army Depot Base Employee (ie Person in charge of Contract) or a person working for the Company without an ESCORT Badge escort them in/out through the gate and be onsite with them at all times.
- (b) Each member of the Contractor's work force shall be individually badged at the Depot Pass & Identification Office in Building 106. The badge shall be retained and worn by the Contractor's employees throughout the contract period. (Applies to contracts that require access to restricted areas)
- (c) Contractor is responsible for the turn-in of all security badges, including sub-contractors badges, daily and upon completion of the contract or termination of individual employees. (Applies to contracts that require access to restricted areas)
- (d) Report lost badges to the Depot Pass & Identification Office and the Contracting Officer as soon as the loss is discovered. (Applies to contracts that require access to restricted areas)
- (e) Be prepared to produce security badges each time entering a security area. Temporary badges for any individual who may have forgotten his/her badge can be obtained from the Depot Pass & Identification Office. (Applies to contracts that require access in restricted areas)
- (f) Traffic Enforcement:

(1) Sierra Army Depot traffic laws are enforced by the Law Enforcement and Security Division using California state codes. All roads/streets have speed limit signs posted;

(2) Traffic violations are adjudicated by the U.S. Magistrate located at Sierra Army Depot. Court appearances may be requested or mandatory; and (c) Radar is used to enforce traffic speed limits.

(g) Vehicles:

(1) Vehicles entering Sierra Army Depot, whether Contractor-owned or privately owned, shall undergo inspections and may be issued a pass if entering a restricted area. Vehicle permits for restricted areas will be issued for up to 30 days maximum. Each vehicle will be required to carry a fire extinguisher at all times;

(2) Company or privately-owned vehicles, when parked, must have ignition keys removed. After duty hours, vehicles left on the Depot will be parked outside restricted areas unless otherwise stipulated in the contract. Vehicles or equipment remaining inside restricted areas will be locked or immobilized;

(3) Contractor is solely responsible for the removal of incapacitated vehicles or equipment from restricted areas;

(4) All vehicles shall be parked at least 20 meters from all buildings unless unloading or loading; and

(5) The contractor can expect to be inspected at any of the manned gates. The contractor should expect five to ten minute delays at each gate. In addition, to get to some of the remote areas, the contractor should expect at least a 15-minute delay both in and out to allow security to open necessary gates.

(h) Prohibited within the general confines of Sierra Army Depot:

(1) Firearms/dangerous weapons

(2) Drugs/intoxicants

(3) Cameras/camera equipment (unless authorized by the Provost Marshal/Security Officer)

(4) Matches, lighters or other fire flame or spark producing devices outside of designated areas

(5) Fireworks without the Commander's approval

(6) Smoking in all buildings, when handling flammable and hazardous materials, in railroad cars, trucks and vans, on warehouse docks and platforms, in open storage containing combustibles, within 50 feet of a gasoline refueling storage or drainage area, where posted signs prohibit smoking.

CLEANING UP (OCT 2012)

(a) The contractor shall remove all demo materials and trash, debris or surplus materials from the work site at the end of each workday and shall leave the work site clean of all debris when work is completed. The contractor shall dispose of all non-hazardous debris off of Sierra Army Depot in accordance with local regulations.

(b) Any and all hazardous waste generated by this project shall be placed in the appropriate containers and turned over to Directorate of Risk Management, Environmental Management Division, Building 63, 530-827-4622 for

disposal. If the contractor has any questions as to the proper container, Mr. Olsen, or his designee, will advise.
Container cost shall be the responsibility of the contractor.

COMMERCIAL WARRANTY

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

Questions Concerning the Solicitation

If an Offeror has any questions concerning this solicitation, it is recommended that they be submitted in writing no later than 7 calendar days prior to the closing date of the solicitation. Questions received after that time may not receive a response.
