

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 41	
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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PLS FFP Natural Resources Planning Level Surveys (PLS), USAG Humphreys, Korea  The contractor shall perform the work in accordance with Performance Work Statement (PWS).	1	Job		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Manpower Report (CMR) FFP The contractor shall perform the work in accordance with Performance Work Statement (PWS).  Contractor shall report labor hours required for performance of services provided under this contract no later than October 31 of each calendar year				
NET AMT					

**PERFORMANCE WORK STATEMENT (PWS)  
FOR  
NATURAL RESOURCES PLANNING LEVEL SURVEYS (PLS)  
USAG HUMPHREYS**

11 July 2017

**1. GENERAL**

**1.1 SCOPE OF WORK.** This project requires to conduct planning level survey (PLS) of natural resources for U.S. Army Garrison (USAG) Humphreys. "Natural resources" is defined in the United States Forces Korea (USFK) Regulation 201-1, Environmental Governing Standards as: all living and inanimate materials supplied by nature that are of aesthetic, ecological, educational, historical, recreational, scientific or other value.

**1.2 PURPOSE.** The purpose of this project is to generate data and characterize essential components of the installation natural resources such as location, landform, soil, water, and biota that will serve as the foundation for preparation of an Integrated Natural Resource Management Plan (INRMP) for USAG Humphreys. The INRMP provides procedures and guidelines to help the USAG Humphreys with their environmental stewardship responsibilities and enhance quality of life for facility personnel.

**1.3 REQUIREMENTS.** The Contractor shall furnish all necessary skilled labor, equipment, tools, transportation, materials, permits, and other required resources to conduct the PLS. During the prosecution of work, the Contractor shall provide adequate supervision to ensure the accuracy, quality, completeness, and progress of the work. All project scheduling, correspondence, submittals and any required approvals shall be coordinated through the Contracting Officer Representative (COR).

**1.4 PROJECT SITE DESCRIPTION.** PLS shall be conducted for USAG Humphreys facilities:

- Camp Humphreys;
- Pyongtaek Command Post Exercise (CPX) Area;

**1.5 REFERENCES.** The publications listed below form a part of this PWS to the extent referenced. The publications may be referred to in the text of this PWS by their basic designation only.

**1.5.1 Department of the Army Publications.**

- USFK Regulation 201-1, Environmental Governing Standards, 18 June 2012.
- Army Regulation 200-1, Environmental Protection and Enhancement
- Army Environmental Center, Guidelines to Prepare Integrated Natural Resources Management Plans for Army Installations and Activities, April 1997
- U.S. Army Corps of Engineers (USACE) CADD/GIS Technology Center, Spatial Data Standard for Facilities, Infrastructure, and Environment (SDSFIE), Release 2.401
- EM 385-1-1 Safety and Health Requirements Manual

**1.5.2 Other Publications.**

- Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata
- Republic of Korea National Soil Survey Manual Keys to Soil Taxonomy and Geology of Korea.

**2 PROJECT PLANNING AND COORDINATION.**

**2.1 REVIEW EXISTING INFORMATION.** The Contractor shall review the Army Environmental Center Guidelines to prepare INRMP and become familiar with the guidelines. The Contractor shall conduct a search and review of readily available local, national, and international documents for specific information about natural

resources on each USAG Humphreys installation, including current and historical topographic maps and aerial photographs.

**2.2 INTERVIEW KNOWLEDGEABLE PERSONS.** The Contractor shall conduct interviews with installation personnel who may be knowledgeable about local natural resources, including but not limited to plant and animal life, wildlife habitat, bodies of water, seasonal wetlands, recreation areas, current environmental management, pest management, etc.

**2.3 PREPARE PROJECT WORK PLAN.** The Contractor shall prepare a single project Work Plan (WP) for the installations in USAG Humphreys that describes all of the activities and tasks to be performed to accomplish the objectives of this PWS. The WP shall be submitted in draft form to the Government for review and comment. All Government comments shall be addressed and any required revisions shall be incorporated into the final WP. No field activity may begin until the WP has been approved by the COR.

**2.4 QUALITY ASSURANCE.** The Contractor shall develop and implement quality assurance procedures to ensure that the data collected has the accuracy, precision, and completeness that is appropriate based on the overall objective of the project. Quality assurance is the systematic approach to identifying deficiencies or errors and provides guidelines and procedures on how the deficiencies or errors can be corrected. The quality assurance program for the project shall be described in the WP.

**2.5 MEETINGS AND COORDINATION.** The Contractor shall attend a pre-survey meeting at Camp Humphreys after the draft WP has been submitted. The Contractor shall be prepared to present the general approach, work procedures and schedule for the field surveys and subsequent tasks, and answer any questions the Government may have about the WP. Minutes of the meeting shall be prepared and submitted, and the final WP shall incorporate any pertinent information or changes discussed in the meeting.

### 3. NATURAL RESOURCES SURVEY.

**3.1 MOBILIZATION AND DEMOBILIZATION.** The Contractor shall furnish all plans, transportation, labor, equipment, instruments, sampling equipment and supplies required to complete the field surveys. The Contractor shall also provide any other materials or equipment necessary to ensure quality control, environmental protection, and worker safety and health. All labor, material, and equipment shall be made ready and available within seven (7) days after the final WP has been approved.

**3.2 SAFETY AND HEALTH REQUIREMENTS.** The most important consideration throughout the field survey activities is the safety and health of project personnel. Although the Contractor has not been required to prepare a written Site Safety and Health Plan for the project, the Contractor is still required to conduct all field survey activities in accordance with applicable requirements in EM 385-1-1, "Safety and Health Requirements (November 2014)."

**3.3 FIELD SURVEY.** The field survey program shall be designed to identify and classify natural resources as well to verify or confirm data obtained through literature, maps and photographs, and personal interviews. The field survey shall account for seasonal variations of certain natural resources. Field surveys shall be conducted during the spring, summer, fall, and winter seasons for those natural resource elements described below that are subject to seasonal influence. The duration of each survey may be adjusted based on data requirements and seasonal conditions. The rational and specific field survey schedule for each natural resource element shall be provided in the WP.

The Contractor shall conduct four (4) seasonal surveys of two areas listed in section 1.4 of this PWS during the entire year. The survey team shall visit each installation at least two (2) times each season. Each field visit shall be conducted for a minimum of three (3) actual working days in the field except travel hours. Field survey team for Natural Resource PLS shall consist of at a minimum: one prime Contractor's Program Manager (PM), Flora Specialist, Fauna Specialist and GIS Assistant(s)/Mapping coordinator.

The survey team shall be on the field at all times in one group. All survey team member shall be under close supervision of the prime Contractor's PM while conducting field survey.

3.3.1 Physical Features. The PLS shall describe the physical features of each facility including size, geologic features, climatic conditions, and site improvements such as buildings, roads, landscaped grounds, etc., water wells, and undeveloped land. Significant ecosystems based on size, diversity, and/or sensitivity shall be identified and described. The Contractor is encouraged to use a portable Global Positioning System (GPS) device to locate (coordinate and elevation) and delineate significant physical features. The data collected shall be suitable for graphical presentation (maps and figures).

3.3.1.1 Surface Water and Wetland. The contractor shall identify and describe surface water features such as lakes, rivers, perennial and ephemeral streams, and perennial and seasonal wetlands. Provide description of surface water hydrology.

3.3.1.2 Topography. The contractor shall describe the general topographic features of the land, including elevation changes, steepness of slope, watersheds, and any others that may be important to managing natural resources.

3.3.1.3 Soils. The contractor shall generally describe installation soils and their properties, including erodibility characteristics. Reference any published soil surveys that may exist. Summarize the status of soil productivity and identify trends in that productivity in recent years. Emphasize the effects of wind and water erosion

3.3.2 Flora Survey. The flora survey shall include an installation-wide vascular plant survey. The plants identified shall be described with their scientific names and English and Korean common names if they are available. Genus and species description for the plants identified shall suffice unless taxonomic division below the rank of species is necessary to distinguish between distinct plant types.

3.3.2.1 Vegetative Community. The contractor shall classify the plants into associations or alliances and determination of species diversity and dominant species shall be conducted if the survey identifies significant vegetation communities on an installation, and the information is determined to be relevant to the overall objective of the project. The criteria for determining what constitute a significant vegetation community and the relevance of vegetation classification shall be defined and provided in the WP.

3.3.3 Fauna Survey. The fauna survey shall include identification of significant animal habitats, especially potential habitats for endangered or threatened species and ROK protected wild fauna and flora listed in Table 13-1 and 13-2 of the EGS. Animals identified shall be described with their scientific names and English and Korean common names if they are available. Genus and species description for the animals identified shall suffice unless taxonomic division below the rank of species is necessary to distinguish between distinct animal types. Determination of species diversity and dominant species should be conducted if the survey identifies significant animal habitats on an installation, and the information is determined to be relevant to the overall objective of the project. The fauna survey shall be organized according to the following animal classes:

- Mammals (class Mammalia);
- Birds (class Aves);
- Fishes (superclass Pisces);
- Reptiles (class Reptilia) and amphibians (class Amphibia)
- Insects (class Insecta) and other invertebrates; and
- Arachnids (class Arachnida).

3.3.4 Threatened And Endangered Species. At a minimum, this survey shall produce a map that shows the kinds and known distribution of endangered, threatened, proposed, and candidate species occurring on the installation.

3.4 The Contractor shall provide out-briefing (3 hours) on flora & fauna species, survey methodologies, recommended protection, and control measures within three weeks after the completion of all surveys at Conference room of Environmental office, USAG Humphreys.

#### 4. REPORT PREPARATION

4.1 FIELD SURVEY LETTER REPORTS. The Contractor shall submit a letter report to the COR after the completion of each set of seasonal field surveys. The letter report shall briefly describe the facilities surveyed, when the survey was conducted, tasks that were performed, and any significant or unusual observations.

4.2 NATURAL RESOURCES PLANNING LEVEL SURVEY REPORT. The contractor shall prepare and submit one (1) Planning Level Survey Report that covers USAG Humphreys installations that are included in this project. The draft PLS Report shall be submitted not later than 28 days from completion of the last field survey. The PLS Report shall contain a detailed narrative description of the rationale, technical approach, field survey procedures, and survey results. Figures or maps shall be provided to show the location of significant natural resource, including but not limited to large stands of vegetation, surface water bodies, wetlands, animal habitats, recreational resources, etc.

#### 5. GEOSPATIAL DATA

5.1 GEOSPATIAL DATA GENERATION. All geospatial data gathered during the survey will be incorporated into the Government's Geographic Information System (GIS).

5.2 The Government will provide 50mx50 grid maps (ANCI D size) in PDF for Natural Resources. The Contractor is required to prepare the survey report including photos. The location information of flora type should be matched with grid code in Government furnished maps. The template of survey report consists of site ID, grid ID, survey date, flora type (Endangered/Invasive), Common name, Scientific name, Korean Name and photo ID in MS Excel format.

#### 6. PROJECT DELIVERABLES AND SCHEDULE

6.1 PAPER DELIVERABLES. All plans and reports shall be printed on 8.5 x 11 inches size white paper and bound along the left hand margin; stapling shall not be acceptable. Figures, maps, and photographs sized up to 11 x 17 inches shall be bound into the report. Maps or figures larger than 11 x 17 inches may be placed in pockets at the end of the report inside the back cover.

6.1.1 Project Work Plan. The Contractor shall provide six (6) copies of the draft and final project WP to the COR. Draft project plans shall be submitted within 14 calendar days from the time the Contractor receives the notice to award (NTA). The draft WP will be reviewed by the Government and returned to the Contractor after a 21-day review period.

6.1.2 Meeting Minutes/Technical Understanding Memorandum. The Contractor shall prepare and submit meeting minutes and technical understanding memorandum to document discussion with the Government regarding survey scope, technical approach, geospatial data to be provided, and/or other related issues as required over the course of the project. Minutes and memorandum shall be submitted within seven (7) calendar days following each meeting or discussion.

6.1.3 Field Survey Letter Reports. The Field Survey Letter Reports shall be submitted within seven (7) calendars days after completion of each seasonal field survey to the COR.

6.1.4 Draft Planning Level Survey Report. The Contractor shall submit six (6) copies of the draft PLS Report not later than 28 days after the final field survey to the COR for Government review. The draft reports will be returned to the Contractor for revision after a 30-day Government review period. The draft reports shall contain all pictures used to document field observations. Original photographs are not required for the draft report; good quality prints shall suffice.

6.1.5 Final Planning Level Survey Report. The Contractor shall provide a written response to every comment received on the draft report and incorporate any revision required into the final report. Six (6) copies of the final PLS Report shall be submitted to the COR. The final report shall have color photographs or high resolution (>600

dpi) color prints and be bound along the left hand margin. Stapling of the report shall not be acceptable. Text and line drawings shall be clean, clear, and easily reproducible.

**6.2 ELECTRONIC DELIVERABLE.** The Contractor shall provide an electronic archive of all final plans, reports, and geospatial data on compact disk or digital versatile disk, read-only memory (CD/DVD-ROM) in International Organization for Standardization (ISO) 9660 file system. A transmittal letter shall accompany the electronic media. The transmittal letter shall contain the contract number, date of the report/data, computer operating system format and version, name and version of utility software (if any), brief instructions for transferring files from the media, and certification that all electronic media are free of known computer viruses. The most up to date version of virus scanning software shall be used. The certification shall include the name(s) and release date(s) of virus scanning software used to analyze the delivery media, the date that virus scanning was conducted, and the name of the person who performed the scan.

**6.2.1 Plans and Reports.** The Contractor shall provide electronic version of final plans and reports only. Text and tables shall be provided in a format readable by Microsoft Word version 2016 or lower, Portable Document Format (\*.pdf), or Hypertext Markup Language (HTML). Spreadsheets shall be provided in a format readable by Microsoft Excel version 2016 or lower. Photographs shall be provided in \*.bmp, \*.tif or \*.jpg format together with a table of contents and description. Maps and figures shall be provided in \*.dgn, \*.dwg, or \*.jpg format and hyperlinked to the referencing text of the plan or report. Six (6) copies of the CD shall be provided to the COR.

<b>Deliverable</b>	<b>Number</b>	<b>Type</b>
Draft WP	6 copies	Hardcopy
Final WP	6 copies	CD
Field Survey Letter Reports	1 copy per survey	Via email
Draft PLS Report	6 copies	Hardcopy
Final PLS Report	6 copies	CD

**6.3 PROJECT SCHEDULE.** The following schedule shall be followed in performing the tasks described in this PWS. The final PLS Report shall be submitted no later than 428 calendar days after award date.

<b>Task</b>	<b>Duration of Task Calendar Days</b>	<b>Maximum Days from NTA</b>	<b>Work Progress Schedule (%)</b>
Notice to Proceed	0	0	0
Submit draft Project WP	14	14	5
Government Review	21	35	-
Submit final Project WP	7	42	10
Conduct season 1 field survey 1	-	56	-
Conduct season 1 field survey 2	-	96	-
Submit letter report for season 1 field surveys	7	103	25



Task	Duration of Task Calendar Days	Maximum Days from NTA	Work Progress Schedule (%)
Conduct season 2 field survey 1	-	146	-
Conduct season 2 field survey 2	-	176	-
Submit letter report for season 2 field surveys	7	183	40
Conduct season 3 field survey 1	-	236	-
Conduct season 3 field survey 2	-	266	-
Submit letter report for season 3 field surveys	7	273	55
Conduct season 4 field survey 1	-	326	-
Conduct season 4 field survey 2	-	356	-
Submit letter report for season 4 field surveys & Out-Briefing	7	363	70
Submit draft Planning Level Survey Report and Geospatial Data	21	384	90
Government Review	30	414	-
Submit final Planning Level Survey Report and Geospatial Data	14	428	100

## 7. GENERAL REQUIREMENTS

**7.1 CONTRACTOR QUALIFICATIONS.** The Contractor shall have the necessary equipment, scientific instruments, supplies, and computer hardware and software to complete the tasks required for this PWS.

**7.2 PERSONNEL QUALIFICATIONS.** The Contractor shall assign personnel who are qualified to perform the work required under this contract, and who will faithfully follow the environmental laws and regulations of the USFK and ROK. The following are minimum qualifications of personnel who will work on the project.

**7.2.1.1 Authority.** The PM shall have full authority to act on behalf of the Contractor on all project and contract matters. The PM shall also be responsible for assigning tasks and supervising project professionals and staff.

7.2.1.2 English Proficiency. The PM shall be an individual who is fluent in speaking and writing English with a minimum Bachelor of Science degree

7.2.2 Fauna Specialist. Fauna Specialist shall have a minimum Bachelor of Science degree in the scientific fields of ecology, environmental studies, biology, or related sciences plus two (2) years' work experience of the same or similar type of work. The Contractor shall provide Fauna Specialist with a certificate in Biology Classification Engineer – Animal (생물분류기사-동물). The Contractor shall submit the names and qualifications of proposed project specialist(s) for concurrence by the Government. If key personnel are changed during the project, the COR shall be notified within 48 hours and replacement personnel shall be proposed and approved by the KO. Changes in personnel during project execution shall not result in delays.

7.2.3 Flora Specialist. Flora Specialist shall have a minimum Bachelor of Science degree in the scientific fields of ecology, environmental studies, biology, or related sciences plus two (2) years' work experience of the same or similar type of work. The Contractor shall provide Flora Specialist with a certificate in Biology Classification Engineer – The Contractor shall submit the names and qualifications of proposed project specialist(s) for concurrence by the Government. If key personnel are changed during the project, the COR shall be notified within 48 hours and replacement personnel shall be proposed and approved by the KO. Changes in personnel during project execution shall not result in delays.

7.2.4 GIS Assistant(s)/Mapping Coordinator. GIS Assistant(s)/Mapping Coordinator shall have a minimum Bachelor of Science degree in the scientific fields of geology, geosciences, geography, topography, surveying, ecology, environmental studies, biology, or related sciences plus two (2) years' work experience. The Contractor shall submit the names and qualifications of proposed project scientists for concurrence by the Government. If key personnel are changed during the project, the COR shall be notified within 48 hours and replacement personnel shall be proposed. Changes in personnel during project execution shall not result in delays.

7.3 COMMUNICATION. All activities performed and any problems encountered in the performance of the work shall be reported to the COR. The Contractor shall communicate with the USACE, FED COR at least once during each field survey to provide information regarding work progress.

7.4. LIABILITY. The Government shall not be liable for any damage done to the private property of the Contractor, nor any person or public properties, or for personal injuries, illness, disabilities, or for accidental death of the Contractor, Contractor's employees, and any other person under the Contractor's control, including members of the general public, caused, in whole or in part, by (a) Contractor's breach of any term or provisions of the contract and this PWS; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this PWS.

7.4.1 Indemnity. The Contractor agrees to indemnify, save and defend the Government from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including the costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, therefore become responsible for, and/or in result, may pay back as a result of acts or omissions.

7.5 LICENSING AND CERTIFICATION. The Contractor shall maintain all training, licensing and certification(s) required by ROK local and national laws and regulations, U.S. laws and regulations, and military regulations through the complete performance period(s) of the awarded contract. For the services described in this PWS, the Contractor shall be responsible to keep a current and an up-to-date copy of all required licensing and certification(s). The required licenses and certifications shall be provided to the COR.

7.6 PHYSICAL SECURITY AND PASSES. The Contractor's employees and subcontractors must comply with all security requirements imposed by Area III installation commanders at all times while performing under this contract. It shall be the Contractor's responsibility to arrange personnel and escort passes required for entry onto the installations.

**7.7 HOURS OF OPERATION.** The Contractor shall perform the work from 0730 hours to 1730 hours, Monday through Friday, except American National Holidays.

**7.8 RESOURCE CONSERVATION.** All reasonable quantities of water and electricity shall be furnished at no charge to the Contractor in the process of fulfilling this contract. However, the Contractor shall instruct all employees in utility conservation practices, and the Contractor will be held responsible for excess usage or waste.

**7.9 ENVIRONMENTAL CONTROL.** All Contractors' performance shall be achieved in strict accordance with the current environmental laws and regulations. The Contractor shall not use any Class I Ozone Depleting Chemicals (ODC) identified in the Army's Policy in the performance of this contract.

**7.9.1 Preserving Existing Environment.** The Contractor shall preserve and protect all structure, equipment, and vegetation such as trees, shrubs, and grass on Area III installations that do not unreasonably interfere with the work required under this project. If any tree limbs or branches are damaged or broken during this project by project personnel, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound, or replace the entire tree as directed by the COR.

**7.10 CONTRACTOR QUALITY CONTROL.** The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this PWS conforms to contract requirements. Contractor quality control shall include corrective actions when deficiencies are identified during such inspection. The Contractor shall warrant the accuracy of data and reports, upon which other reports or projects may be based. The Contractor shall be prepared to defend the findings on behalf of the Government should a claim or dispute arise. All work performed under this PWS is subject to Government quality assurance inspections and tests at all locations and reasonable times before acceptance to ensure strict compliance with terms of the contract.

**7.10.1 Government Observations.** The KO or COR may visit the project sites without prior notification. Government quality assurance inspections are for the sole benefit of the Government and do not relieve the Contractor of the responsibility for providing adequate quality control measures; do not relieve the Contractor of responsibility for damage to or loss of material before acceptance; and do not constitute or imply acceptance or affect the continuing rights of the Government after acceptance of the completed work. The presence or absence of a Government representative does not relieve the Contractor from any PWS requirement or environmental regulation, nor is the Government representative authorized to change any term or condition of the contract or PWS without written authorization from the KO.

## **8. NOTICE TO THE GOVERNMENT.**

**8.1 CONTRACT NOTICE REGARDING LATE DELIVERY.** In the event that the Contractor encounters difficulty in meeting performance requirements or completing the work according to the project scheduled, the COR shall be notified immediately and provided with all pertinent information regarding the reason(s) for the delay. However, the notification will be for informational purposes only and shall not be construed as a waiver by the Government of any delivery schedule or date, or any right or remedies provided by law under this contract.

## **9 OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY.**

**9.1 OWNERSHIP.** Plans, reports, design, drawings, notes, calculations and other work developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction project without additional compensation to the Contractor.

## **10. PERFORMANCE REQUIREMENT STANDARDS**

The following table provides metrics and methods that are designed to determine if the Contractor's performance exceeds, meets, or does not meet a given standard and acceptable quality level.

Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Monitoring Method	Remedy
Paragraph 2, 3, 4 and 5. of PWS - Are the WP, PLS Report, and geospatial data prepared according to the requirements?	The PLS Report and geospatial data must be prepared in accordance with the PWS requirements.	90% Compliance	100% Review	If deficiency found, corrective action will be requested. If corrective action is not satisfied or deficiencies occur repeatedly more than once, the contract discrepancy report will be issued.
Paragraph 6. of PWS - Did the Contractor start and complete the project as scheduled?	Work will start and complete within the time period as specified in the PWS.	90% Compliance	100% Review and Inspection	If deficiency found, corrective action will be requested. If corrective action is not satisfied or deficiencies occur repeatedly more than once, the contract discrepancy report will be issued.

#### 11. ANTITERRORISM (AT), SECURITY & INTELLIGENCE and OPERATIONS SECURITY (OPSEC) REQUIREMENTS.

11.1 AT LEVEL I TRAINING. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

11.2 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES. All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. 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 installation or facility change, the Government may require changes in contractor security matters or processes."

11.2.1 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 (provided by government representative, as

NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

11.3 iWATCH TRAINING. The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

11.4 FOR CONTRACTS THAT REQUIRE OPSEC TRAINING. All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites: <https://www.iad.gov/ioss/> or <http://cdsetrain.dtic.mil/opsec/index.htm>; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum.

## 12. CONTRACTOR MANPOWER REPORTING (CMR).

“The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year of contract/task order performance.

Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil> to review user manuals and gain an understanding about the data fields that will be included in the reporting structure that is hosted at <http://www.ecmra.mil/>.”

## GENERAL INFORMATION

### CONSIDERATION FOR PAYMENT

#### 1. PAYMENT

A proper invoice must be submitted by the contractor upon completion of the delivery to the following personnel. Payment will be made on the 30<sup>th</sup> day after invoice is forwarded to the Finance and Accounting Office.

#### 2. INVOICE ADDRESS:

Contractor shall submit its invoice(s), submitting of invoice by e-mail is acceptable at the below stated e-mail addresses:

Please e-mail the original to the below address.

One (1) original to Environmental Office:

U.S Army Engineer District, Far East  
ATTN: CEPOF-ED-GE(Mr. Paek, Sung Sik)  
APO AP 96205-5546, Unit #: 15546  
Phone Number: 011-822-0503-321-6119

E-mail: [sung-sik.paek@usace.army.mil](mailto:sung-sik.paek@usace.army.mil)

One (1) copy to Contracting office:

U.S Army Engineer District, Far East  
ATTN: CEPOF-CTP (Ms. Chon, Hye Kyong)  
APO AP 96205-5546, Unit #: 15546  
Phone Number: 011-82-503-321-6088  
E-mail: [hye-kyong.chon@usace.army.mil](mailto:hye-kyong.chon@usace.army.mil)

One (1) copy to Finance Office:

U.S Army Engineer District, Far East  
ATTN: CEPOF-RM-F (Ms. Kim, Hyon Cha)  
APO AP 96205-5546, Unit #: 15546  
E-mail: [hyon-cha.kim@usace.army.mil](mailto:hyon-cha.kim@usace.army.mil)  
Phone Number: 011-822-2270-7284  
Fax Number: 011-822-2265-8440(Paying Office)

### **3. INVOICE:**

1. An invoice is a written request for payment under the Contract for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

- (a) Invoice date;
- (b) Name of contractor;
- (c) Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.
- (d) Shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Government bills of lading);
- (e) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment); Remit address of invoice must be same as EFT (Electric Fund Transfer) Form that you provided when the time of award of the contract.
- (f) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
- (g) Any other information or documentation required by other provisions of the contract (such as evidence of shipment). Invoice shall be marked "Original".

### **4. RECEIVING OFFICER**

Acceptance of the service provided under this order shall be conducted by the following Contracting Officer's Representative (COR).

U.S Army Engineer District, Far East  
ATTN: CEPOF-ED-GE(Mr. Paek, Sung Sik)  
APO AP 96205-5546, Unit #: 15546  
Phone Number: 011-822-0503-321-6119  
E-mail: [sung-sik.paek@usace.army.mil](mailto:sung-sik.paek@usace.army.mil)

### **General Information**

#### **1. Military Installation access pass instructions**

The contractor shall submit a completed Pass and Decal Roster, the format enclosed in this section for all personnel requiring access to military installation to the Contracting Officer's Representative (COR) within 7 days of contract award. Upon approval of the roster by the COR, the contractor shall submit the approved roster with a copy of the awarded contract, copy of Korean ID card for each personnel identified and approved on roster, a copy of expired/expiring pass (if it is for renewal), and the request form (if it is a new request) to the COR. The request form is enclosed in this section. The COR will coordinate obtaining the pass through the appropriate security office.

## 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	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	JUL 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017

### **Instructions to Offerors (Addendum to FAR 52.212-1)**

#### **1. PROPOSAL SUBMISSION VIA AMRDEC Safe Access File Exchange (SAFE)**

In an effort to reduce paperwork and reduce costs, all proposals shall be submitted electronically. All submissions shall be in Adobe PDF format, bookmarked according to the Factors described in the solicitation. The price and technical proposals shall be submitted as "separate" single files. Offerors may use compressions utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

- a. Submit the price and technical proposals electronically via the AMRDEC SAFE website at <https://safe.amrdec.army.mil/safe/>. At the AMRDEC SAFE website select the button for Non-CAC Users: For users without a CAC OR if your computer is not configured to read your CAC. Using this option will allow you to access SAFE as a guest. Access the site and submit your proposal.
- b. When completing the information for transmittal, provide the following information in each of the relevant fields:
  - i. **Name of person submitting proposal** – Use the name of individual signing proposal.
  - ii. **Email address of person submitting proposal** – Use the email address of the individual signing the proposal.
  - iii. **File information** - Title the file(s) in the following format:  
SOLICITATION NUMBER-COMPANY NAME-PRICE  
SOLICITATION NUMBER-COMPANY NAME-TECHNICAL
  - iv. **Description of file(s).** The description of the file shall include the solicitation number, title of solicitation and company name.
  - v. **Recipient information.** Please use the email address of [hye-kyong.chon@usace.army.mil](mailto:hye-kyong.chon@usace.army.mil), and as well as the POF CT proposals in-box, [pof-ct-proposals@usace.army.mil](mailto:pof-ct-proposals@usace.army.mil).

#### **2. Proposal Submission Date and Time**

- a. In accordance with the Status of Forces Agreement (SOFA), the proposed acquisition will be limited to local contractors only. All required material, labor, transportation, and facilities and these services are available locally. This solicitation is restricted to local sources only."
- b. Offerors are required to submit proposals (Price and Technical Proposal) no later than 10:00 A.M., 18 August 2017. All questions should be emailed to the Contract Specialist, Chon, Hye Kyong at [hye-kyong.chon@usace.army.mil](mailto:hye-kyong.chon@usace.army.mil).
- c. **PRICE PROPOSAL:** The Offeror shall provide complete price proposal in dollars.

-Schedule of Services (CLIN 0001) and breakdown of price proposal.

-Signed Solicitation and Amendment: Signed first page of the solicitation (SF1449) and each amendment (SF30) (if any amendment were issued).



d. **TECHNICAL PROPOSAL: Personnel qualifications.** The offeror shall submit documentation (resumes, diplomas, licenses, certificates) that demonstrate the proposed Fauna Specialist and Flora Specialist possess the qualifications listed in Paragraph 7.2.2 and 7.2.3 of Performance Work Statement (PWS) of this project.

### 3. Site Orientation

A site orientation is schedule on 4 August 2017 at 1:30 P.M., CPX gate, USAG Humphreys, Korea. You are required to coordinate with Mr. Paek, Sung Sik at [sung-sik.paek@usace.army.mil](mailto:sung-sik.paek@usace.army.mil) for post access in order to attend the site orientation.

### 4. DUNS and Cage Code Number

*A CAGE code and a DUNS number are a requirement to do business with the U.S. Federal Government. For more information regarding obtaining a CAGE code:*

#### FOR NON-U.S. COMPANIES

*Non-U.S. companies are issued NATO Cage Codes (NCAGE) by contacting the designated Point of Contact (POC) at the National Codification Bureau (NCB) of the country where the company is located. For a list of addresses and POCs, go <https://www.dapa.go.kr>.*

*Please note: Organizations with an address containing APO, FPO or AE do not need an NCAGE assigned by an Allied Nation or NATO-sponsored NCB. Instead, these companies must register in the CCR to receive a U.S. Cage Code.*

*The POC for South Korea is:*

<i>Defense Acquisition Program Administration, , Logistics Information Management Team (Gwacheon-si, Gwanmunro-47) Gyeonggi-Do((138-09) Republic of Korea</i>	<i>Mr. Oh, Jae Ryong  TEL: +82-2-2079-4638 FAX: +82-2-773-7587 E-MAIL: cagerkr@korea.kr</i>
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## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(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:

Technical

Price

The technical factor is approximately equal to price

(b) 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 ITEMS (JAN 2017)

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

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is

acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"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).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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

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

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

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

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

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

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the 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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

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

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ☐ ) is, 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) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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 \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

(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).

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(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 the SAM database to be eligible for award.)

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

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

## (3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

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

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

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

## (4) Type of organization.

( \_\_\_\_ ) Sole proprietorship;

( \_\_\_\_ ) Partnership;

( \_\_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_\_ ) Foreign government;

( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_\_ ) Other -----.

## (5) Common parent.

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

( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

## (n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. 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 email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity:

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

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

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

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ \_\_\_\_ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ \_\_\_\_ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

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

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

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

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

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

\_\_\_\_\_ .

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

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

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

(End of provision)

## CLAUSES INCORPORATED BY REFERENCE

52.212-4                      Contract Terms and Conditions--Commercial Items                      JAN 2017

## CLAUSES INCORPORATED BY FULL TEXT

52.212-5    CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2017)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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.

(b)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- X (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### CLAUSES INCORPORATED BY REFERENCE

52.222-25	Affirmative Action Compliance	APR 1984
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-1	Government Property	JAN 2017
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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):

<http://acquisition.gov/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfars/>

(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):



<http://acquisition.gov/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.209-7999 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	JAN 2012
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991