

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 55	
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	Conference Bridge System FFP The Contractor shall provide Conference Bridge System with the features and capabilities specified in the Performance Work Statement (PWS). The price shall include the cost for Door-to-Door direct shipping to Marine Corps Installations Pacific (MCIPAC) Marine Corps Base, Camp Butler (Camp Foster), Okinawa Japan. FOB: Destination	1	Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Replacement of Conference Bridge System FFP The contractor shall provide replacement services by providing a solution to replace the existing Government owned Conference Bridge System in accordance with the Performance Work Statement (PWS). The Contractor will be responsible for the cutover of existing services to the new conference bridge system and removal of the old conference bridge system. FOB: Destination	1	Job		
NET AMT					

PWS

PERFORMANCE WORK STATEMENT

REPLACEMENT OF CONFERENCE BRIDGE

**MARINE CORPS INSTALLATIONS PACIFIC
MARINE CORPS BASE CAMP SMEDLEY D. BUTLER
OKINAWA, JAPAN**

MCIPAC REGIONAL CONTRACTING OFFICE

SECTION I SCOPE OF WORK AND TASKS

1. GENERAL DESCRIPTION

- 1.1 OBJECTIVE:** Marine Corps Installations Pacific (MCIPAC), G-6 Division, Operations and Plans Branch requires a replacement for the existing conference bridge system, a 64 port Nortel Integrated Conference Bridge (NICB) System; to provide MCIPAC, IIIMEF and all tenant commands operating on Marine Corps Base Butler installations in Okinawa with the ability to host conference calls. The existing system is outdated. The key objective of this contract is the total replacement of the existing conference bridge system at Camp Foster, Okinawa Japan, in support of IIIMEF/MCIPAC team. The contractor shall be responsible for providing and installing a “turn-key”, completely functional system while avoiding or minimizing service interruptions that may occur during equipment removal and installation.
- 1.2 OVERVIEW:** The end state of this project shall result in the design, furnishing of equipment, installation, testing, and maintenance of a new conference bridge system; providing MCIPAC staff with conference call capability. Transition to the new system shall be transparent, or shall be phased to provide as little disruption to base staff as possible. The new conference bridge system shall increase the efficiency of the MCIPAC staff as it shall enable them to conduct conference calls; saving time and expense travelling to meetings, and going TAD. The new system shall be compatible with the Avaya Call Manager 6 and shall meet all critical interoperability requirements to be certified for joint use within the Defense Information Systems Network (DISN) as Customer Premise Equipment (CPE). The contractor shall provide personnel, equipment, tools, materials, management supervision, quality control and labor necessary to perform removal of the existing conference bridge system owned by the government and the delivery and installation of new conference bridge system for MCIPAC G6 on Camp Foster, Okinawa Japan. The contractor shall Engineer, Furnish, Install and Test (EFIT) the new system and perform any site preparations required to accomplish requirements.
- 1.3 EXISTING CONFERENCE BRIDGE EQUIPMENT:** Consists of two Nortel Integrated Conference Bridge System cards in a bridged configuration supporting 32 conference ports per card. Current system is integrated on the enclosed network to allow operators to remotely establish and manage requests from customers. Cards are in a bridged configuration to allow for larger conferences and is integrated into the Government owned Nortel Digital Multiplexing System 100 voice switch via DS-30 links.
- 1.4 USE OF GOVERNMENT-FURNISHED EQUIPMENT (GFE):** The contractor’s quote shall identify any Government-Furnished Equipment (GFE), premises cabling and/or infrastructure required to implement the proposed solution.
- 1.5 SPECIFIC TASKS:**
- 1.5.1 Conference Bridge System Replacement and Cutover:** The contractor shall ensure that no active service is disrupted during equipment installation. However, in the event any downtime is inevitable, the contractor shall notify the COR/ACOR. Any system downtime shall be kept to a minimum and shall not occur without prior approval of the COR/ACOR. As new equipment is installed, it shall be co-located with existing equipment and both systems shall remain functional, wherever possible until the cutover to the new systems. In addition, the cutover to the new systems shall be transparent to all supported customers.
- 1.5.2 Un-installation/Removal of the Existing Conference Bride System:** The contractor shall uninstall all hardware supporting the existing conference bridge. The removed hardware shall be delivered to a location designated by the COR/ACOR.
- 1.5.3 Installation of New Conference Bridge:**

1.5.3.1 Required Item Specifications: The contractor shall design a solution to replace the existing Nortel Integrated Conference Bridge System. The new system shall be integrated into the existing base telephone equipment, and shall include (but not be limited to) the following features:

- a) Minimum of 240-port capacity and ability to expand the current system at a later date with only the addition of hardware and licenses.
- b) Conference types
 - . Meet-me
 - . Preset
 - . Crash
 - . Secondary
 - . Progressive
 - . Ad-hoc
- c) Maximum parties equal to the current number of ports.
Ports and resources required by the conference bridge shall not consume required ports and resources of the overall voice system
- d) Minimum of ten (10) simultaneous conferences
- e) Full duplex conversation, non-blocking
- f) Full interoperability with current voice network and any additional devices added by this effort
- g) Scheduling.
The ability to provision conference calls at specific times and generate numerical PINs.
Integration with Microsoft Exchange Server
- h) Audio controls (mute, unmute, etc.).
- i) Automatic Roll-call and participant name announcement.
- j) Database backup and restore.
- k) Conference leader functionality for one or multiple users.
- l) Shall be listed on the DISA Approved Products List (APL) and shall be Joint Interoperability Test Command (JITC) Certified.

1.5.4 Data Migration: The contractor shall migrate all possible existing configurations and data to the newly installed conference bridge.

1.5.5 Data Gathering: The contractor shall gather the appropriate information to ensure the new system is compatible with the existing telephone switch and current G-6 operating procedures.

1.5.6 Hardware/Materials: The contractor shall provide all hardware/materials, cabling and software and any other materials required for the replacement of the conference bridge.

1.6 REGULATORY/SECURITY COMPLIANCE REQUIREMENTS: The contractor shall be knowledgeable and comply with all applicable laws and regulations of the Department of Defense (DoD) and the latest edition of the Unified Capabilities Requirements (UCR).

1.6.1 Government Remedies: In the event the contractor fails to perform satisfactory services or fails to correct non-conforming services, the contractor shall be liable for any costs incurred by the Government to restore disrupted services in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items.

1.6.2 Security Requirements: The contractor shall coordinate with the Site POC to gain access to the required work locations. It is the contractor's responsibility to coordinate with the site POC for security issues and obtain identification cards, badges, or passes necessary for entry to restricted or controlled areas to meet the requirements of this PWS. The Government reserves the right to refuse entry of any individual to work locations. A list of site POC's is available from the Government upon request.

- 1.6.3 Seismic Zone:** The contractor installation and materials provided shall comply with the local seismic zone requirements per the International Building Code (IBC). The IBC states: “nonstructural components are required to comply with the force and displacement provisions of Section 1621.”
- 1.6.4 Safety Regulations:** The contractor shall comply with all local safety regulations and procedures in effect on site at each location.
- 1.7 CONFERENCE BRIDGE LOCATIONS:**
- 1.7.1 Camp Foster:** The new system shall be located in the Building 481, Camp Foster, Okinawa Japan.
- 1.8 USER TRAINING:** The contractor shall conduct formal training for key personnel (approximately 10 personnel) identified by G-6 on specific procedures that shall be required for the successful use, management, and maintenance of the new conference bridge system.
- 1.8.1 User Training:** The contractor shall identify any additional recommended training in addition to the minimum required training. This training may include:
- a. A mix of Computer Based Training (CBT)/Web Based Training (WBT),
 - b. On-site courses
 - c. Off-site courses
- 1.9 DATA COLLECTION/DELIVERABLE REQUIRMENTS**
- 1.9.1 User Guides/Manuals/Instructions:** The contractor shall provide standard commercially available user guides/manuals/instructions that reflect the installation, configuration and sustainment/maintenance requirements of the new conference bridge. A minimum of two electronic copies (Compact Discs) and one hard copy of all user guides/manuals/instructions shall be provided. The as-built drawings in AutoCAD format detailing the configuration of the installed system and technical manuals of the new equipment shall be provided in electronic copy as well. The minimum warranty period shall be one year. However, warranty terms will be assessed competitively during evaluation.
- 1.9.2 WARRANTY:** The contractor shall provide, at a minimum, a full/unlimited warranty for all contractor provided hardware/software, materials, and workmanship. The warranty period shall not begin until the final Government acceptance of the “turn-key” system and the removal of the old consoles. The warranty shall include emergency off-site 24/7 technical assistance as required via telephone from the contractor’s/manufacture’s facility. The contractor shall track and resolve the problem(s) in accordance with this statement of work. The minimum warranty period shall be one year. However, warranty terms will be assessed competitively during evaluation.
- 1.10 POST INSTALLATION SERVICES**
- 1.10.1 Post Installation Testing:** After the installation services are completed for each location, the Government shall review all test results and prepare a list of discrepancies. The discrepancy list shall include any problem(s) detected/identified during testing, and/or inspections conducted by either the contractor or Government, or both.
- 1.10.2 Burn-in Time:** After the completion of installation services (cutover), the contractor shall be required to perform, as a minimum, a one-week burn in service (contractor may recommend longer). During the burn-in period, the contractor shall be responsible for maintaining, isolating, and correcting any problem(s) identified as a result of the upgrade. Problems identified during the burn-in period shall be documented and provided to the Government.

SECTION II

PERFORMANCE REQUIREMENT SUMMARY (PRS)

The Contractor service deliverables and requirements are summarized into performance objectives that relate directly to standards of performance required to meet mission essential needs. For the Performance Objective to be met, service delivery shall be in substantial compliance with applicable performance standards. The Acceptable Quality Level (AQL) describes the minimum overall levels of service delivery required for acceptable quality control. Failure to meet these Acceptable Quality Level (AQL) means that Contractor Quality Control is unacceptable.

Performance Requirement Summary (PRS)

Tasks	Performance Objectives	PWS Reference	Performance Standard	Acceptable Quality Level (AQL)	Deliverables	Surveillance Method and Procedure
Conference Bridge Cutover Un-installation/ Removal and Installation	The Contractor efficiently shall un-install and remove existing conference bridge system and install new equipment without impacting the ability of the staff to conduct conference calls.	1.5.1 1.5.2	-Notify the COR in the event of any downtime and keep system downtime at a minimum. -Co-locate the existing equipment and the new equipment and remain both systems functional wherever possible until the cutover.	-Keep system downtime at a minimum if occurred -Remain the existing equipment and new equipment functional wherever possible	Conference bridge cutover, un-installation, removal, and installation services.	The COR will monitor the Contractor's performance.
Post Installation Services	The Contractor shall resolve any problem(s) detected/identified during the post installation testing.	1.11.1 1.11.2 4.1.1	- Shall prepare and present government a copy the test and inspection documents as per para 4.1.1, to include a list of discrepancies for the government to review -	-All problems detected are resolved to the government's satisfaction.	Complete and functional conference bridge system meeting the requirements of this PWS.	The COR will monitor the Contractor's performance
As-Built Drawings	Accurate and complete drawings of the new system provided to the COR prior to project completion.	1.10.1	- The as-built drawings shall be in AutoCAD format. All technical manuals for new equipment will be provided.	-Drawings shall detail the configuration of the installed system and all technical manuals for the new equipment.	Minimum two electronic copies (CD) and one hard copy.	The COR will inspect the documentation.

SECTION III GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1 EQUIPMENT AND INFORMATION: The Government will be providing the following equipment and information to the Contractor: N/A.

3.1.1 GOVERNMENT-FURNISHED EQUIPMENT (GFE): In the event any GFE or wiring does not meet specifications of the proposed equipment, GFE or wiring may be modified to accommodate the new console configuration. The contractor shall ensure all interconnected GFE shall continue to meet the requirements and applicable standards in accordance with the Performance Work Statement (PWS) and shall comply with the latest version of the Department of Defense Unified Capabilities Requirements. If not, the GFE shall be replaced or upgraded as part of this effort. Any modification of GFE or wiring shall not occur without obtaining prior approval from the Contracting Officer's Representative (COR) or Alternate Contracting Officer's Representative (ACOR) of G-6, Operations & Plans Branch with final approval received from the Contracting Officer.

3.1.2 Government Furnished Information (GFI): The following information, in performance of specific projects, shall be made available for use by the Contractor.

Additional information, to include photographs of existing equipment, cabinets, cabling and any additional information required by the quoter to develop a quote shall be provided upon request.

3.1.3 Contractor Access To Government Furnished Property: The Government shall provide the contractor with supervised access to Government owned facilities as required in support of this project..

3.1.4 Temporary Storage: With prior coordination, the Government may provide temporary storage (secure or non-secure) for materials received before project installation begins. The government shall provide transportation of new equipment from temporary storage locations to the installation sites upon arrival of the Contractors installation team. The contractor is responsible for the physical security of all materials until final acceptance. Any materials damaged, lost, and/or stolen prior to final acceptance shall remain the contractor's responsibility to repair and/or replace as required.

3.2. SERVICES

3.2.1 Utilities The government will provide utility services which include water, sewage service, electricity, heating and air conditioning as needed in performance of this contract.

3.2.2 Military Police and Fire Protection: The contractor shall use the following numbers listed below only in case of an emergency:

- Police Emergency Number – 911
- Provost Marshall 645-7441 (Foster) / 622-9608 (Courtney)
- Fire Department Emergency Number – 911
- Military Police (Marine Corps) Routine Number 645-7352 (Foster) / 622-9608 (Courtney)
- Fire Department (Marine Corps) Routine Number 645-3776 (Foster) / 622-7417 (Courtney)

3.3 DAMAGE TO GOVERNMENT PROPERTY AND FACILITIES: In instances where Government property or facilities have been damaged by the Contractor, the Contractor shall submit a written report to the Contracting Officer, regarding the facts and extent of damages within 24 hours following the incident. In the event the Contractor is found to be negligent, the Contractor shall be held responsible for the reimbursement of all expenses related to the damages incurred by the Government to repair facilities.

3.4 CONTRACTOR EQUIPMENT: It is the responsibility of the Contractor to ensure it has the necessary tools and equipment needed for the successful completion of all work performed under this contract. The

Contractor is responsible for its own transportation/travel in the performance of services under this contract.

- 3.4.1 Contractor Furnished Personal Property:** The Contractor shall ensure that personal property is clearly marked and/or tagged to preclude misidentification as Government property. The Government will not be liable for loss, damage, theft, or maintenance of personal property.
- 3.4.2 Rental Equipment:** The Contractor shall be responsible for any rental equipment required to perform services. Operation of the equipment shall be in accordance with Marine Corps Base Safety Regulations.

SECTION IV

CONTRACT ADMINISTRATION INFORMATION

4.1 QUALITY ASSURANCE: The government will monitor the Contractor's performance in accordance with the Quality Assurance Surveillance Plan. The government may increase or decrease the number of quality assurance inspections as performance dictates. The government reserves the right to inspect the Contractor's performance to ensure services are received and in compliance with the terms and conditions of the contract.

4.1.1 Test and Inspections: The contractor shall utilize equipment manufacturer's standard commercial practices to verify the replacement equipment meets the manufacturer's requirements. All results of this process by the contractor shall be documented and available for Government review. The contractor shall test, demonstrate, and/or verify all requirements of this PWS to a COR/ACOR according to an Acceptance Test Plan prepared by the Government. The contractor shall furnish any equipment required for testing. The contractor shall notify the Government at least two weeks before the start of any testing. The system shall not be cutover/committed without specific Government approval. Subscriber and trunk downtime shall not be permitted without prior Government approval.

4.2 QUALITY CONTROL: The Contractor shall develop, and maintain a Quality Control Plan (QCP) to ensure required services are performed in accordance with commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor shall provide a copy of the QCP to the Contracting Officer no later than the pre-performance conference, and updated copies as changes occur. Records of all inspections conducted by the Contractor and corrective action taken shall be made available to the government upon request.

4.3 PERFORMANCE OF SERVICES:

4.3.1 Period of Performance: Performance under this contract shall be in accordance with the terms and conditions set forth herein and by modifications made thereto. All services shall be completed by No Later Than 180 days after contract award.

4.3.2 Place of Performance: The place of performance is Building # 481 MCB G6, Camp Foster on Okinawa, Japan. The Contractor shall be responsible for coordination of its own logistical support such as lodging and transportation.

4.3.3 Hours of Operation: The Contractor shall perform required services under this contract under a flexible schedule that should not exceed 40 hours per week; however, operational requirements shall take precedence to time. The government's hours of operation for inspection and acceptance are from 7:30 through 16:30, Monday through Friday with the exception of para 4.3.4 below.

4.3.4 Recognized Holidays: The Contractor is not required to provide services on the following US holidays:

1 January*	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	Presidents Day
Last Monday in May	Memorial Day
4 July*	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
11 November*	Veterans Day
Fourth Thursday in November	Thanksgiving Day
25 December*	Christmas Day

*Note: If a holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday

4.3.5 Typhoon Readiness: The Contractor shall depart military bases when Tropical Cyclone Condition of Readiness (TCCOR) 1 Caution (TC-1C) is declared by Military Weather Station authorities. The Contractor shall depart military bases and monitor radio/television until it changes to TCCOR Storm Watch (TC-SW). When TC-SW is declared by Military Weather Station authorities, the Contractor shall restart service within 2 hours or in case when TC-SW is called after normal working hours, services shall begin the next normal workday 07:30.

4.3.6 Scheduling: : After contract award, the contractor will coordinate with the assigned MCB G-6 COR to schedule the work a minimum of seven (7) working days prior to the start of onsite work.

4.4 SECURITY REQUIREMENTS AND SAFETY CONCERNS:

4.4.1 Physical Security: Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured, and utilities turned off or set for conservation.

4.4.2 Safety Concerns: Occupational Safety and Health: It is the Contractor's responsibility to ensure the safety of their personnel Requirements for safety will be strictly adhered to as they pertain to Contractor operations and as required by Industrial Safety and Health Law and Related Legislation of Japan, and Marine Corps Order MCO 5100.29B Occupational Safety Program (ref: <http://www.marines.mil/Portals/59/Publications/MCO%205100.29B.pdf?ver=2012-10-11-163831-143>).

- Eye and Face Protection: Contractor shall provide eye and face protection in accordance with 29 CFR Part 1910.133, and as referenced in Appendix C.
- Foot Protection: Contractor shall provide foot protection in accordance with 29 CFR Part 1910.136, and as referenced in Appendix C.
- Head Protection: Contractor shall provide head protection in accordance with 29 CFR Part 1910.135, and as referenced in Appendix C.

4.4.3 Hazardous Materials Control

(a) All hazardous materials or consumables shall have Material Safety Data Sheets (MSDS) as a line item deliverable in the contract and OSHA compliant label. Attach to each MSDS a copy of documentation which adequately identifies the product (including NSN/Local Stock Number (LSN), contract number, applicable military or federal specification the product conforms to, and date of purchase or requisition) and point of contact within contracting activity.

(b) Process Safety Management. Contractors with highly hazardous chemicals, at or above the specified threshold quantities defined in reference (b), shall develop plans documenting systematic analyses of potential hazards for every step in their chemical processes. This shall include safe operating procedures, training requirements on specific safety and health hazards, emergency operations, safe work practices, inspection and maintenance, and mishap investigation and reporting procedures.

4.5 CONTRACTOR KEY PERSONNEL:

4.5.1 Contract Manager: The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate, who shall act on behalf of the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer. The

Contractor shall provide the Contracting Officer and the COR/ACOR with the names of a primary and alternate point of contact with telephone numbers, in case of emergency.

- 4.5.2** The Contract Manager shall have full authority to act on behalf of the Contractor on all contract matters relating to the execution of this contract.

4.6 DELIVERABLES: The Contractor shall:

- 4.6.1 Ensure deliverables meet professional standards and the requirements as set forth in the Performance Work Statement. All records submitted shall include a cover page compliant with Navy, Marine Corps Acquisition Regulation Supplement (NMCARS) 5237.203-90.
- 4.6.2 The Government reserves the right to request updates on all deliverables on an as needed basis. All data, minutes, memorandums, reports, miscellaneous correspondence generated as a result of this requirement shall be turned over to the Government upon completion of this requirement. At the end of the Contract, the above mentioned deliverables shall become property of the Government.
- 4.6.3 Submit written deliverables in hardcopy and electronic form in Microsoft Office compliant format (e.g. Word, Excel, PowerPoint, etc.).
- 4.6.4 During the warranty period, the contractor shall produce Plan of Action reports associated with each troubleshooting and maintenance incident that is not resolved within 24 hours of notification to the contractor. In addition the contractor shall provide an initial course of action for resolving the identified or assessed failure and the timeline for service restoration and system repair. The contractor shall provide a plan for action to the Contracting Officer Representative (COR) at G-6 for review and approval. At a minimum, this plan will include milestones and estimated timeline for completion and any required equipment or parts for resolution.
- 4.6.5 The Contractor shall produce Daily Status Reports (DSRs) to the Contracting Officer's Representative (COR) upon commencing the installation of the new system. The DSR is to provide information on work completed, work in progress and work outstanding, as well as highlighting problems encountered and anticipated.

- 4.7 GOVERNMENT CONTRACTING OFFICER'S REPRESENTATIVE (COR):** To be determined upon the contract award.

4.8 GENERAL DEFINITIONS

- 4.8.1 Contracting Officer (CO):** US Government official authorized to enter into, make changes to, or terminate contracts on behalf of the US Government. Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.
- 4.8.2 Contracting Officer Representative (COR)** Government liaison appointed in writing by the Contracting Officer and designated in the contract, who functions as the requirements representative monitoring cost/price, delivery and performance of the Contractor. The COR is not authorized to enter into any agreements, obligate the government or direct any changes to the contract.
- 4.8.3 Defective Service:** A service output that does not meet the standard of performance specified in the contract for that particular service.
- 4.8.4 Government Furnished Property (GFP):** Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

- 4.8.5 Quality Assurance (QA):** Various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.
- 4.8.6 Quality Assurance Representative (QAR):** Government liaison appointed in writing by the Contracting Officer and designated in the contract, who functions as the representative monitoring cost/price, delivery and performance of the Contractor. The QAR is not authorized to enter into any agreements, obligate the government or direct any changes to the contract.
- 4.8.7 Quality Control (QC):** A complete Quality Control outline that meets the requirements of the contract shall be provided by the Contractor to illustrate how the company will ensure they conform to the contract requirements.
- 4.8.8 Service Delivery Summary:** A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the standards of the listed outputs.
- 4.8.9 Standard:** The point that divides acceptable and unacceptable performance of a task according to the Service Delivery Summary. It is the number of defectives or maximum percent defective in the lot that is deemed acceptable.

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 ADDENDUM TO INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

The provision at 52.212-1, incorporated by reference, applies with the following changes/additions:

(a) *North American Industry Classification System (NAICS) code and small business size standard.*

Non-U.S. business concerns of any size are not qualifying entities.

(b) ***SUBMISSION OF QUOTES:***

Submit signed and dated quotes shall be submitted to the office specified in this Request for Quotes (RFQ) by e-mail with the specified contact information in section (d) below, at or before the exact time specified in block 8 of this RFQ. Quotes may be submitted electronically (emailed); however, due to government computer firewall security and file size limitations, **it is the prospective contractor's responsibility to ensure that the Contracting Office receives all required documents by the due date/time, including acknowledgment of receipt from the Government.**

QUOTES MUST BE SUBMITTED AS INDICATED:

(1) **Completed SF1449/SF30.** All Pricing and other required information, including:

SF1449

- (a) Block 5, The Request for Quote number;
- (b) Block 8, The time specified in the Request for Quotes for receipt of quotes;
- (c) Block 17a complete, including the name, address, and telephone number of the quoter;
- (d) Block 17b if appropriate, "Remit to" address, if different than mailing address;
- (e) Unit Price and extended Price for each Contract Line Item Number (CLIN) / sub-CLIN

(f) Block 26, Total Price Quote

(g) Block 12, Discount Terms

SF30 (if applicable)

(h) SF30 block 15a,b,c; and Acknowledgment of Request for Quotes Amendments, if applicable

(2) Technical Information (The information provided below will be used in the assessment of a quote's technical merit)

- a) Task Understanding: The quoter shall submit a summary execution plan that demonstrates quoter's understanding of the Government's objectives and requirements. The statement shall not be a repeat or mere summary of the materials provided in the Performance Work Statement (PWS), but rather the quoter's statement of understanding of that work. The quoter shall also provide the method and detail as to how the quoter intends to perform the tasks as specified in the PWS.
- b) Item Specifications: The quoter shall submit a summary of item specifications as a part of its quote which is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as Design, Materials, Components, Performance characteristics. The quoter shall also submit the detailed terms and conditions on the warranties and the user guides/manuals/instructions reflecting the installation and configuration of the offered products.
- c) Replacement Plan: The quoter shall submit a written replacement plan detailing the schedule of delivery, removal, and installation of the equipment to ensure timely and effective performance of the services that meet the Government's requirement.

(3) Validation of Representations and Certifications

- (a) **Reps/certs completed electronically and registered as current via SAM per 52.212-3 need not be re-submitted. However, the following information MUST be provided with this quotation.** Submitting the information affirms that the offeror is registered and current in the SAM database:

Commercial And Government Entity Code (CAGE) _____(U.S. Vendor)

NATO Commercial And Government Entity Code (NCAGE) _____(Foreign Vendor)

Taxpayer Identification Number (TIN) _____

Data Universal Numbering System (DUNS) _____

- (b) In accordance with 52.212-3 offerors must identify with its offer/quote, any information regarding its representations and certifications that has changed since updated in SAM.
- (c) Alternatively, a completed copy of the representations and certifications at FAR 52.212-3 may be submitted.

(4) Licenses/Certifications: N/A

(5) Past performance information. Quoter's past performance information, to include identification of recent (within three year) and relevant (similar in nature) contracts for the same or similar items and any other references.

- A list of no more than five (5) contract numbers (if the quoter has relevant and recent contract records listed on Past Performance Information Retrieval System at <https://www.ppirs.gov/>).

- Past Performance Information List, Attachment I (if the quoter does not have relevant and recent contract records listed on Past Performance Information Retrieval System.) The information shall include contract numbers, points of contact with e-mail addresses, telephone numbers, and other relevant information.

(c) Period for acceptance of quotes:

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of quotes.

(d) Correspondence.

All and any communications/questions pertaining to this solicitation must be submitted via e-mail to the Point of Contact below, no later than **Aug 18, 2017 by 10:00AM Japan Standard Time (JST)**. If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contract Specialist in writing with supporting rationale.

Point of Contact:

Regional Contracting Office (RCO)
Attn: M. CHINEN
Camp Foster Bldg. #355
Marine Corps Installations Pacific - MCB Camp Butler, Okinawa, Japan
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(End of provision)

Addendum to 52.212-2 Evaluation -- Commercial Items (Oct 2014)

(a) This is a commercial item requirement using Simplified Acquisition Procedures under FAR part 12 and 13, respectively. Evaluation will be conducted using simplified procedures in accordance with FAR 13.106.

(b) The Government will award to the responsible offeror whose quote, conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

- 1) Technical Merit (Task Understanding, Items Specifications, Replacement Plan)
- 2) Past Performance
- 3) Price

(c) For purposes of evaluation of past performance and determination of responsibility, an assessment will primarily be conducted through Federal Awardee Performance and Integrity Information System (FAPIIS) / Past Performance Information Retrieval System (PPIRS), but may include other authorized methods described at FAR 13.106-2(b)(3)(ii). Past performance, for purposes of evaluation, will be assessed as 'satisfactory' or 'unsatisfactory,' at the discretion of the contracting officer, based on the totality of information available. A past performance determination of 'unsatisfactory' will exclude the offer from consideration for award.

(d) Solicitations for supplies valued less than \$1 million will, alternatively, use the past performance evaluation procedures outlined in DFARS 213.106-2 and described in clause 252.213-7000, incorporated herein.

(e) A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the quote, 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.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	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
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-18	Place of Manufacture	MAR 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
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
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7006	Passive Radio Frequency Identification	JUN 2016
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.213-7000	Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System--Statistical Reporting in Past Performance Evaluations	JUN 2015
252.215-7008	Only One Offer	OCT 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	OCT 2016
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 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.

(ii) 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. Sec. 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.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 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.

(iv) 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).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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 certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 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--

(1) 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 an 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

(2) 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.

(b) The Offeror represents that--

(1) 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

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

(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.

“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).

“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).

(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.

(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, 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 (FAPIS).

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)

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

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

- ____ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (Nov 2016) of 52.219-9.
- ____ (iii) Alternate II (Nov 2016) of 52.219-9.
- ____ (iv) Alternate III (Nov 2016) of 52.219-9.
- ____ (v) Alternate IV (Nov 2016) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35) 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)(35): 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.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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

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

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

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

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

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

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

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

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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

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

____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

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

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

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

____ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

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

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 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).

_____ (7) 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).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (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 (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (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) (E. O. 12989).
- (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 (e)(1)(xvii):** 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) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

(xxii) 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.

(xxiii) 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)

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/>

(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/>

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-in-1 Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67400
Admin DoDAAC	M67400
Inspect By DoDAAC	
Ship To Code	M20237

Ship From Code
 Mark For Code
 Service Approver (DoDAAC)
 Service Acceptor (DoDAAC) M20237
 Accept at Other DoDAAC
 LPO DoDAAC
 DCAA Auditor DoDAAC
 Other DoDAAC(s)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Adam.damewood@usmc.mil

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

Minako.chinen.ja@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

NMCARS 5237.102-90 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address
<https://doncmra.nmci.navy.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. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACTOR PERSONNEL

Base Passes for Contractor Employees: The Contractor shall submit a request for base passes for its employees to the Marine Corps Regional Contracting Office MCIPAC for approval by the Contracting Officer. The Contracting Office will provide all the required forms upon request from the Contractor. The Contractor shall be responsible for all passes issued to its employees and its sub-contractor's employees under this contract. The Contractor shall return all applicable base passes upon termination of employment or completion of this contract to the Pass and Identification Section and certification of receipt shall be obtained. The Contractor shall submit a listing of all employees terminated to the Contracting Officer within seven (7) days of the effective date of termination.

The Contracting Office/Contracting Officer shall require, as a term of any contract, acknowledgement by the prospective contractor that DTCN contractors, sub-contractors, contractor employees (including day-workers and laborers) are not permitted aboard any MCBJ Camp, Air Station, or facility in Japan. Signing the award document constitutes acknowledgement, and binds the contractor to all terms specified in the contract.

Contractor Personnel Appearance and Identification: The contractor's employees shall be easily recognized as contractor employees. This may be accomplished by either (1) the contractor employee wearing distinctive clothing bearing the company's name and employee's name, or (2) the contractor employee wearing an identification badge bearing the company's name and the employee's name, with the badge worn or attached to the employee's outer garment at all times. Clothing or badges shall be provided by the Contractor. The contractor's employees shall present a neat and clean appearance.

Removal of Contractor's Employees: The Contractor agrees to utilize only experienced, responsible and capable people in the performance of work. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, whose continued employment under this contract is inconsistent with the interest of military security and good order on the installation, or who are determined by the Contracting Officer or Contracting Officers Representative as being incapable of rendering the services in accordance with the contract.

Prohibition of Employment: The Contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Therefore, the Contractor shall not employ any person who is an employee of the US Government, either military or civilian, unless such person seeks and receives approval in accordance with DOD 5500.7R, Joint Ethics Regulation.

The Contractor will not be allowed to bring any employees aboard MCB Butler facilities from countries listed in under USFJ Instruction 31-204 (Designated Third Country Nationals).

Employment of Military Personnel: The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to a recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. Their absence at any time shall not constitute an excuse for non-performance under this contract.

Employment Benefits: This is a Non-Personal Service Contract. No provisions are implied or provided in this contract for any benefits such as medical care, retirement, or worker's compensation.

CONTRACTOR MOTOR VEHICLES

Registration/Permits for Contractor's Motor Vehicle(s): All company-owned and privately owned motor vehicles required to be in military installations during the performance of this contract must be registered with the Provost Marshal's Office, Marine Corps Base, Camp Butler. Vehicle permits may be issued to civilian Contractors for the duration of their contract, until expiration of base pass or vehicle inspection, whichever occurs first or until termination of their employment. Included in vehicle permit requests shall be the license number, year, make, model, color, and operator's name for each vehicle. The Contractor shall hand-carry the request to the Vehicle Registration Section, Building 5638, MCB, Camp Foster (Telephone #098-970-7481). All necessary decals and/or permits shall be displayed on the vehicles in the manner directed by the Vehicle Registration Section. Proof of insurance must also be presented to the Provost Marshal upon submission of the temporary vehicle permit or vehicle decal or upon request. The minimum requirement for insurance is the Japanese Compulsory Insurance (JCI) under Japanese Motor Vehicle Damage Compensation Guarantee Law. Upon contract expiration or vehicle inspection expiration, whichever comes first, any vehicle passes received for operation under this contract shall immediately become void.

Identification of Contractor's Vehicle(s): Each Contractor vehicle shall have the name of the Contractor neatly exhibited on each side of the cab. The vehicle shall be maintained in a satisfactory mechanical condition, shall at all times, display a valid license plate and safety inspection sticker. The Contractor shall operate vehicles in compliance with base traffic regulations.

ADDITIONAL REQUIRED INSURANCE FOR JAPAN

- (a) All vehicles must be properly inspected/Insured in accordance with Japanese Compulsory Insurance (JCI). The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance on each vehicle used by the Contractor at the work site:

Type: Automobile Property Damage Insurance Amount: JPY30,000,000 (or U.S. Dollar equivalents)
Bodily Injury Insurance Amount: JPY30,000,000 (or U.S. Dollar equivalents)

- (b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.
- (c) The Contractor agrees to insert the substance of this clause, including this Paragraph (c), in all subcontracts hereunder.

JAPANESE ROAD LAWS

The Japanese Road Law will be complied with by the Contractor while on U. S. Military installations to specifically include:

- (a) Article 43 The Road Law (Japan)(prohibitive acts relative to roads)

(1) No person shall commit the following described acts:

(2) Damaging the road, causing roads to be littered with debris, polluting the roads with debris or fall out from motor vehicles or otherwise defacing roads unreasonably or without due cause.

- (b) Article 43-2 (Measures to be taken to prevent cargo or things loaded on motor vehicles from falling out)

(1) The agency managing a road may when there is reasonable cause for him to feel that things or cargo being carried in or on a motor vehicle may fall out and damage, pollute or otherwise deface the road in such a manner as to hinder or obstruct the traffic, order the operator of the vehicle in question to take steps or measures necessary to prevent occurrence of such hindrance by stopping the operation of the vehicle or correcting the method of loading or the method of traveling or operation of the vehicle.

PERFORMANCE OF SERVICES

Performance under this contract shall be in accordance with the terms and conditions set forth herein and by modifications made thereto. All tasks are ongoing and will continue through the current period of performance, and option periods, if exercised. The contractor shall provide Aerial Survey for Imagery Collection and LIDAR Data Acquisition Services in accordance with the Performance Work Statement (PWS) for the periods as follows:

The period of services in accordance with the specifications of this contract is 12 months after Contract Award. All tasks shall be completed with-in a 12 month period.

The Contractor shall perform aerial and field surveying services for Marine Corp Installations covered by Marine Corps Bases Camp Butler, Okinawa, Japan, as listed in the PWS.

Typhoon Readiness: The Contractor shall depart military bases when Tropical Cyclone Condition of Readiness (TCCOR) 1 Caution (TC-1C) is declared by Military Weather Station authorities. The Contractor shall monitor radio/television until it changes to TCCOR Storm Watch (TC-SW). When TC-SW is declared by Military Weather Station authorities, the Contractor shall restart service within 2 hours or in case when TC-SW is called after normal working hours, services shall begin the next normal workday 07:30.

Performance of Services During Crisis Declared by the President of the United States, the Secretary of Defense, or Overseas Combatant Commander. The performance of these services is not considered to be mission essential during time of crisis. Should a crisis be declared, the Contracting Officer's Representative (COR) or the Contracting Officer will verbally advise the Contractor of the revised requirements, followed by written direction. During a crisis, the Contractor will be allowed to work at the Contractor's own facilities if contract work is required.

CLAUSES INCORPORATED BY FULL TEXT

GENERAL CORRESPONDENCE

Correspondence or inquiries relative to this order shall be addressed to the following:

- (a) Written Inquiries: Marine Corps Installations Pacific (MCIPAC)
Regional Contracting Office (MCIPAC-MCBB)
PSC 557 Box 2000 (Camp Butler)
FPO AP 96379-2000
Attn: M. CHINENI
- (b) Telephone Inquiries: Commercial telephone number from CONUS (81-98-861).
Local telephone number (098-970-8612)

(c) E-mail inquiries: minako.chinen.ja@usmc.mil

ATTACHMENT I**PAST PERFORMANCE INFORMATION LIST****Solicitation #: M67400-17-Q-0021****“Conference Bridge Replacement Services”**

(Note: Past Performance Information must include relevant and recent contracts and subcontracts over the past three (3) years but limited to the most recent 5 contracts/subcontracts, for same or similar services.)

Past Performance Information (1):			
Contracting Agency	Contract Number	Period of Performance	Contract Value (including options)
Brief Description of Contract Effort (Service)			
POC Information: All Information must be filled. Mandatory Information			
Name:		Title/Rank:	
Phone:		Fax:	E-mail:
Past Performance Information (2):			
Contracting Agency	Contract Number	Period of Performance	Contract Value (including options)
Brief Description of Contract Effort (Service)			
POC Information: All Information must be filled. Mandatory Information			
Name:		Title/Rank:	
Phone:		Fax:	Phone:

Past Performance Information (3):			
Contracting Agency	Contract Number	Period of Performance	Contract Value (including options)

Brief Description of Contract Effort (Service)					
POC Information (連絡先): All Information must be filled. Mandatory Information					
Name:				Title/Rank:	
Phone:		Fax:		E-mail:	
Past Performance Information (4):					
Contracting Agency	Contract Number	Period of Performance		Contract Value (including options)	
Brief Description of Contract Effort (Service)					
POC Information: All Information must be filled. Mandatory Information					
Name:				Title/Rank:	
Phone:		Fax:		E-mail:	
Past Performance Information (5):					
Contracting Agency	Contract Number	Period of Performance		Contract Value (including options)	
Brief Description of Contract Effort (Service)					
POC Information : All Information must be filled. Mandatory Information					
Name:				Title/Rank:	
Phone:		Fax:		E-mail:	