



## U.S. Department of Justice

### Federal Bureau of Prisons Administration Division

---

*Field Acquisition Office*

*Grand Prairie, Texas 75051*

October 30, 2019

RE: 15B61519Q00000046, Landfill Trash Disposal Services  
Federal Bureau of Prisons  
Federal Correctional Complex (FCC) – Tucson, AZ

Dear Quoters:

This cover letter precedes the solicitation package that has been prepared by the Federal Bureau of Prisons, Federal Acquisition Office, for the acquisition of Landfill Trash Disposal Services. This package contains all necessary information for submitting a quote for evaluation for performing these services at FCC Tucson, AZ.

Quoters should consider all information provided herein when submitting quotes. Please carefully follow all instructions located in the solicitation package concerning the content, format and submission of your quotes.

**All quotes must be received on or before November 27, 2019 at 4:00 pm Central Standard Time.** Please email all required documents for quotes to [ldthomas@bop.gov](mailto:ldthomas@bop.gov).

If you have questions about the System for Award Management (SAM), Government procurements in general, or need assistance in the preparation of your quote, a local Procurement Technical Assistance Center (PTAC) may be able to help. The Procurement Technical Assistance Program was authorized by Congress in 1985 in an effort to expand the number of businesses capable of participating in the Government marketplace. To locate a PTAC near you, go to <http://www.aptac-us.org>.

If you have any further questions, please email them to [ldthomas@bop.gov](mailto:ldthomas@bop.gov). We will consider all questions received and provide responses, where appropriate.

Sincerely,

A handwritten signature in cursive script that reads "LaShundra D. Thomas".

LaShundra D. Thomas, Contract Specialist  
Federal Bureau of Prisons  
Field Acquisition Office

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>			1. REQUISITION NUMBER 26-19	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 15B61519Q00000046	6. SOLICITATION ISSUE DATE 10/30/2019
7. FOR SOLICITATION INFORMATION CALL:	a. NAME LaShundra Thomas ldthomas@bop.gov		b. TELEPHONE NUMBER (No collect calls) (972) 352-4529	8. OFFER DUE DATE / LOCAL TIME 11/27/2019 17:00:00

9. ISSUED BY Federal Bureau of Prisons Field Acquisition Office U.S. Armed Forces Reserve Complex 346 Marine Forces Drive Grand Prairie, TX 75051	CODE <b>BFAO</b>	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)
		NAICS: 562212 SIZE STANDARD: \$41,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVER TO Federal Bureau of Prisons FCC Tucson 9300 S. Wilmot Rd. TUCSON, AZ 85756	CODE <b>15B615</b>	16. ADMINISTERED BY Federal Bureau of Prisons FCC Tucson 9300 S. Wilmot Rd. TUCSON, AZ 85756	CODE <b>15B615</b>
---	-----------------------	--	-----------------------

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons FCC Tucson 9300 S. Wilmot Rd. TUCSON, AZ 85756	CODE <b>15B615</b>
TELEPHONE NO.				

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	---

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Landfill Trash Disposal Services for FCC Tucsan for a Base Year (9 months only) and four 12-month Option years.				
	See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)
30c. DATE SIGNED	31c. DATE SIGNED
	LaShundra Thomas
	10/30/2019

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
1	Solicitation/Contract Form.....	1
2	Commodity or Services Schedule.....	4
	Sect 2.1 Schedule of Supplies/Services Continued.....	4
	Sect 2.2 Statement of Work.....	4
	Sect 2.3 Special Contract Conditions.....	5
3	Contract Clauses.....	7
	52.216-18 Ordering (Oct 1995).....	7
	52.216-19 Order Limitations (Oct 1995).....	7
	52.216-21 Requirements (Oct 1995).....	8
	52.217-9 Option to Extend the Term of the Contract (Mar 2000).....	8
	52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984).....	9
	52.218-000 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (May 2008).....	9
	2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (June 1996).....	9
	52.21-603-70 Contracting Officer's Representative (COR) (June 2012).....	10
	52.242-1502 (AGD 11-004) Evaluation Of Contractor Performance Utilizing CPARS (Apr 2011).....	10
	52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items (Aug 2019).....	.....
4	List of Attachments.....	17
5	Solicitation Provisions.....	18
	5.1 Addendum to FAR 52.212-1.....	18
	52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019).....	20
	52.209-7 Information Regarding Responsibility Matters (Oct 2018).....	20
	2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998).....	21
	52.212-3 Offeror Representations and Certifications - Commercial Items (12.301(b)(2)) Jul 2016.	

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

Table with 6 columns: ITEM NO., SUPPLIES/SERVICES, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include landfill site services for Base Year and Option Years 1-4, and a total row for Base and All Option Years.

Sect 2.1 Schedule of Supplies/Services Continued

Pricing Methodology

Quoters are required to submit, as part of their quote, a completed copy of Section 2, "Commodity or Services Schedule." The quantity of services to be provided by the Contractor is estimated. These estimates are not a representation to a quoter or contractor that the estimated quantities will be required or ordered, or that conditions affecting requirements will remain stable or normal. Contract pricing shall include all charges to the Government for providing the services required by this solicitation/contract.

Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options. The Government will evaluate quotes for award purposes by adding the total price of all options to the total price of the base year requirement. Pursuant to FAR 17.203(d), the quoters may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

Sect 2.2 Statement of Work

Introduction

The Federal Bureau of Prisons, Federal Correctional Complex, Tucson, Arizona, intends to make a single award to a responsible entity for the provision of furnishing landfill/disposal service to the Federal Correctional Complex located in Tucson, Arizona located at 9300 S. Wilmot Rd, Tucson, AZ 85756.

Description of Services

Contractor will furnish landfill/disposal services. The contractor will ensure that the landfill/disposal site is made available to the Government for landfill/disposal of solid waste (compacted and non- compacted) Monday through Friday, 7:30 a.m. to 3:00 p.m.,

excluding State and Federal Holidays. The Government will make several weekly trips to the dump site and the Government will be responsible for transporting the solid waste to the landfill/disposal site.

Contractor shall be responsible and become the sole owner of all trash, garbage, and debris from the Government owned containers once uploading at the landfill/disposal site are complete. It will then be the responsibility of the contractor to dispose of all material in a lawful and proper manner. The contractor shall provide weight tickets at the landfill/disposal site.

Contractor shall provide service to FCC Tucson with all labor, services, supervision to collect at its landfill/disposal station, and dispose of solid waste, trash, or refuse to a "TYPE I DISPOSAL FACILITY" approved by the Arizona Department of Health, in accordance with all Federal, State, and local codes and regulations, and must meet all EPA requirements and standards.

"TYPE I DISPOSAL FACILITY", refers to a sanitary "lined" landfill which services a municipal, institutional, and/or rural population, and is used or to be used for disposal of domestic waste, commercial waste, institutional waste, demolition/construction waste, and discarded automobile tires.

### **Special Qualifications**

Contractor will be required to provide the Contracting Officer with a copy of their solid waste standard permit number for state approved sanitary "lined" landfill and maintain current Local, State, and Federal Licenses required for disposal of solid waste.

The estimated tonnage that will be delivered to the contractor from the Government is 200 tons on a monthly basis of both compacted and non-compacted waste with an estimated total of 2400 tons per year being compacted and non-compacted.

The Federal Bureau of Prisons shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use or operation of the contractor's facility or the action of the contractor, its employees or agents in performing under this contract.

The landfill/disposal site shall be within a 20 mile radius of the complex which is located at 9300 S. Wilmot Road, Tucson, Arizona 85756. The Government will make an award to the responsible offeror whose quote conforms to this solicitation and is the lowest price to the Government.

### **Evaluation Factors**

The evaluation factors for this solicitation will be based on price factors only.

### **Invoices and Payments**

The contractor shall provide invoices each month for the preceding month. Invoices shall be itemized to reflect landfill fees (actual tonnage) for each month.

Invoice payments will be based on receipt of a proper invoice per the Federal Acquisition Regulation (FAR) 32.905 - Payment documentation and process.

Payment is based on the provision of an end product or the accomplishment of a specific result. Payments for solid waste disposal services shall not be made in advance of services rendered.

### **Miscellaneous Information**

The award of this contract will result in a contractual arrangement only and shall not be construed as an employer/employee relationship.

## **Sect 2.3 Special Contract Conditions**

---

### **Type of Contract:**

The Government contemplates a single award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from this solicitation. It is anticipated that the contract resulting from this solicitation will be awarded in December 2019 and with an anticipated effective date of award (EDOA) of January 2, 2020. On or about the EDOA, FCC Tucson will issue a task order to the contractor. The contractor shall commence full performance of services on the EDOA.

The resulting contract will include a **base year period for only 9 months** from January 2 2020 through September 30, 2020 **with four (4) possible 12-month option years for renewal** at the unilateral discretion of the Government. Quoters are advised that the Government has the unilateral right to exercise option periods in accordance with FAR 52.217-9, "Option to Extend the Term of the Contract".

**Performance:**

The periods of performance of the resulting contract shall be as follows:

- Base Year – January 2, 2020 through September 30, 2020 (**9 months only**)
- Option Year 1 – October 1, 2020 through September 30, 2021
- Option Year 2 – October 1, 2021 through September 30, 2022
- Option Year 3 – October 1, 2022 through September 30, 2023
- Option Year 4 – October 1, 2023 through September 30, 2024

**Point of Acceptance:**

The point of acceptance destination is the designated landfill/disposal station, which will be established upon award with the awardee.

**Non-Personal Services Information:**

This service is a contractual arrangement and not a personnel appointment. Payment is based on the provision of an end product or the accomplishment of a specific task. The service does not constitute an employer/employee relationship. The contractor will not be subject to Government supervision, except for security related matters. However, contractor performance shall be monitored. The contractor shall attend all training required by the Bureau of Prisons for contract workers. The contractor will not be permitted to attend institution meetings, staff recalls or Government training sessions for institution staff.

**Reviews:**

The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of supplies rendered under this contract. All records shall be subject to review by the Contracting Officer or other representative of the BOP.

**Payment Terms:**

Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COR, whichever is appropriate. All records shall be subject to review by the Contracting Officer or other delegated representatives of the BOP.

**Contracting Officer Responsibility:**

Authority to negotiate changes in the terms, conditions, or amounts cited in this blanket purchase agreement is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

**Contract Administration Office (CAO):**

The Contracting Office at FCC Tucson is assigned to be the CAO for a resultant contract. This assignment carries with it the authority to perform all normal contract administration functions as listed in FAR 42.302(a), items 1 through 70; to the extent those functions apply to this contract. This assignment also includes delegation of authority to perform functions specified in FAR 42.302(b), items 1 through 11.

**Ordering Official:**

Task orders may be issued only by the Contracting Officer, Administrative Contracting Officer, or an ordering official for FCC Tucson with an appropriate certificate of appointment. Each task order will identify the supply schedule for that period. Orders can be issued orally or electronic commerce methods. The OF-347, SF-1449, or purchase card acquisition form will be used as the task order.

### Section 3 - Contract Clauses

#### A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions--Commercial Items (Oct 2018)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

##### Clauses By Reference

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

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

Clause	Title	Fill-ins (if applicable)
52.212-4	Contract Terms and Conditions--Commercial Items (Oct 2018)	
52.232-18	Availability Of Funds (Apr 1984)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.204-13	System for Award Management Maintenance (Oct 2018)	

##### Clauses By Full Text

##### 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the effective performance period through the last day of the effective performance period.

##

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

##

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

##

(End of clause)

##### 52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one ton, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

##

(b) Maximum order. The Contractor is not obligated to honor--

##

(1) Any order for a single item in excess of estimated quantities identified in the Schedule of Supplies/Services within the current performance period;



##

(2) Any order for a combination of items in excess of the estimated quantities identified in the Schedule of Supplies/Services within the current performance period; or

##

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

##

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

##

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

##

(End of clause)

#### 52.216-21 Requirements (Oct 1995)

---

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the effective performance period.

(End of clause)

#### 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

---

(a) The Government may extend the term of this contract by written notice to the Contractor within prior to the expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

##

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

##

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

##

(End of clause)

## 52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30 of the base year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the base year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.218-000 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (May 2008)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- #### Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- #### Cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- #### Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- #### Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- #### Establish communication processes to notify employees of activation of this plan.
- #### Integrate pandemic health crisis response expectations into telework agreements.
- #### With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- #### Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- #### Practice telework regularly to ensure effectiveness.
- #### Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- #### Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations. The Department does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

[End of Clause]

## 2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (June 1996)

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other

material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.

(b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

(c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

(d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

(e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

(f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

---

52.21-603-70 Contracting Officer's Representative (COR) (June 2012)

---

(a) Chadwich Schickel, Facility Manager, FCC Tucson, 520-574-6315, is hereby designated as the Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provide hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contractor effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

---

52.242-1502 (AGD 11-004) Evaluation Of Contractor Performance Utilizing CPARS (Apr 2011)

---

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website address [webppts@navy.mil](mailto:webppts@navy.mil) when the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of clause)

**[END OF ADDENDUM TO FAR 52.212-4]**

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--  
Commercial Items (Aug 2019)

---

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial 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 2018) (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 (Oct 2018) (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 (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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 (Aug 2018) 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. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 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).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(ii) Alternate I (July 2014) of 52.222-36.

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(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 (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 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)(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.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(38)(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.

(39)(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.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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

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

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

(45)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(47)(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.

\_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 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).

\_\_\_ (50) 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).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (60)(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.

\_\_\_ (iii) Alternate II (Feb 2006) 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 (Aug 2018) (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) (Aug 2018) (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).

\_\_\_ (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).

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

(vi) 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.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).



(xiv) \_\_ (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

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

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(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)

**Section 4 - List of Attachments**

Identifier	Title	Number of Pages
1	Business Management Questionnaire	2

## Section 5 - Solicitation Provisions

### A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors--Commercial Items (Oct 2018)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

#### Provisions By Reference

##### 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): [www.acquisition.gov](http://www.acquisition.gov)

Provision	Title	Fill-ins (if applicable)
52.252-1	Solicitation Provisions Incorporated by Reference (Feb 1998)	
52.204-7	System for Award Management (Oct 2018)	
52.212-1	Instructions to Offerors--Commercial Items (Oct 2018)	
52.217-5	Evaluation of Options (July 1990)	

#### Provisions By Full Text

##### 5.1 Addendum to FAR 52.212-1

#### Tailoring

In accordance with FAR 12.302(a), the provision at 52.212-1 is hereby tailored to modify the following elements of the provision.

At paragraph (c) "Period of Acceptance of Offers," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

At paragraph (d) "Product Samples," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

At paragraph (h) "Multiple Awards," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

At paragraph (i) "Availability of requirements documents cited in the solicitation," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

#### Quote Submission Instructions:

Quotations shall be submitted on or before the solicitation deadline specified in Block 8 of the Standard Form 1449, page 1 of this solicitation. **Quotes shall be submitted via e-mail to [ldthomas@bop.gov](mailto:ldthomas@bop.gov).** Quotations received after the quote deadline will be handled in accordance with FAR 52.212-1(f). **Faxed quotes will not be accepted.**

**Documentation to be submitted with Quote:**

***Each quoter shall complete and submit the following forms, clauses, and statements with his/her quote. Failure to comply may cause your quote to be considered unacceptable.***

**1. Standard Form 1449**

**2. Schedule of Items/Contract Pricing**

**3. Completed Solicitation Provisions:**

**###52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

**###52.209-7, Information Regarding Responsibility Matters (Oct 2018)**

**###52.212-3, Offeror's Representations and Certifications, if different than SAM record**

**###Provide solid waste standard permit number for state approved sanitary "lined" landfill**

**###Provide solid waste license for state approved sanitary "lined" landfill**

**###Completed Business Questionnaire form**

**4. Contractors shall identify a primary and secondary point of contacts (POCs) for issuance of orders. POC information should include name, title, phone number, and email address.**

**Evaluation and Award Methodology:**

**This acquisition will be procured in accordance with FAR Part 12 – Acquisition of Commercial Items and Part 13 – Simplified Acquisition Procedures. The Government intends to make a single award to a quoter, pursuant to an affirmative determination of responsibility, whose quotation, conforming to the solicitation, is determined to be the lowest price.**

All potential quoters are advised that this solicitation includes the clause at ***FAR 52.204-13, System for Award Management Maintenance, in solicitations that contain the provision at 52.204-7, and resulting contracts.***"

If you have questions about the System for Award Management (SAM), Government procurements in general, or need assistance in the preparation of your quote, a local Procurement Technical Assistance Center (PTAC) may be able to help. The Procurement Technical Assistance Program was authorized by Congress in 1985 in an effort to expand the number of businesses capable of participating in the Government marketplace. To locate a PTAC near you, go to <http://www.aptac-us.org>.

**Freedom of Information Act:**

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests to Federal Agencies for copies of quotations from other than Government sources.

The quoter should identify information in its quotation the quoter believes should be withheld from these sources, on the basis the quote consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (b) (4) of the FOIA). This identification will assist in the decision by a responsible federal official to disclose or withhold the requested information.

If a quoter considers elements of its quotation to be exempt under FOIA, ensure the following notice is annotated on the title page of the quote:

Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages \_\_\_\_.

The quote must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is considered confidential or privileged, and not subject to mandatory disclosure under the FOIA.

All information in a quoter's proposal not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the quoter. It is Department of Justice policy to withhold whenever possible material that is genuinely privileged or confidential.

Associated Lines:

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

---

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

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that--

It \_\_\_ will, \_\_\_ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

---

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

⋮  
 Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

⋮  
 Federal contracts and grants with total value greater than \$10,000,000 means--

- ⋮  
 (1) The total value of all current, active contracts and grants, including all priced options; and
- ⋮  
 (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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 does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked has in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision);

#### 2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)

---

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.

(2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.

(3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, facsimile number and telephone number of the protestor.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

- (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of the protest.
  - (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
  - (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
  - (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
  - (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
  - (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
  - (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
  - (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
  - (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
  - (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.
- (End of Clause)

**[END OF ADDENDUM TO FAR 52.212-1]**

52.212-3 Offeror Representations and Certifications - Commercial Items (12.301(b)(2)) Jul 2016

---

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

(a) Definitions. As used in this provision—

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

“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.

“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.

“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.

“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 its stock 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 the stock of which is owned by one or more women; and

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

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

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

(2) The Quoter has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the Quoter verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Quoter 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 \_\_\_\_\_.

[Quoter to identify the applicable paragraphs at (c) through (r) of this provision that the Quoter 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 Quoter are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Quoters 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 Quoter 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 Quoter represented itself as a small business concern in paragraph (c)(1) of this provision.] The Quoter 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 Quoter represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The Quoter represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the Quoter represented itself as a small business concern in paragraph (c)(1) of this provision.] The Quoter 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 Quoter represented itself as a small business concern in paragraph (c)(1) of this provision.] The Quoter represents that it # is, # is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the Quoter represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The Quoter 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 Quoter 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 Quoter represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The Quoter 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 Quoter shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) Women-owned business concern (other than small business concern). [Complete only if the Quoter is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The Quoter 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 Quoters may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Quoter or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the Quoter represented itself as a small business concern in paragraph (c)(1) of this provision.] The Quoter 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 Quoter 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) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The Quoter represents that—

(i) It # has, # has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and (ii) It # has, # has not filed all required compliance reports.

(2) Affirmative Action Compliance. The Quoter 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 parts 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 Quoter 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 Quoter with respect to this contract, the Quoter shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Quoter need not report regularly employed officers or employees of the Quoter 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 Quoter 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 Quoter has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Quoter 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:

Li#####tem ###No.

Co#####y of### Ori###gin

### ## ## ##  
### ## ## ##  
### ## ## ##

### ## ## ##  
### ## ## ##  
### ## ## ##

[List as necessary]

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

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The Quoter 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 Quoter 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 Quoter 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:

Li#####tem ###No.

Co#####y of### Ori###gin

### ## ## ##  
### ## ## ##  
### ## ## ##

### ## ## ##  
### ## ## ##  
### ## ## ##

[List as necessary]

(iii) The Quoter 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 Quoter 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:

Li##### I#####tem #####No.	Co#####untr#####y of#### Ori#####gin
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#

[List as necessary]

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

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR52.225-3is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Quoter 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:

Li##### I#####tem #####No.
____#____#____#____#____#____#____#____#____#____#
____#____#____#____#____#____#____#____#____#____#
____#____#____#____#____#____#____#____#____#____#

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR52.225-3is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Quoter 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:

Li##### I#####tem #####No.	Co#####untr#####y of#### Ori#####gin
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at52.225-3is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Quoter 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:

Li##### I#####tem #####No.	Co#####untr#####y of#### Ori#####gin
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR52.225-5, Trade Agreements, is included in this solicitation.)

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

Other End Products:

Li##### I#####tem #####No.	Co#####untr#####y of#### Ori#####gin
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#
____#____#____#____#	____#____#____#____#

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FARPart 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 Quoter certifies, to the best of its knowledge and belief, that the Quoter 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;
- (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 .]

(1) Listed end products.

Li##### End### Pro#####duct### ___###___###___###___###___###___ ___###___###___###___###___###___	Li##### Cou#####ntri#####es o####f Or#####igin### ___###___###___###___###___###___ ___###___###___###___###___###___
--	---

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

# (i) The Quoter 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 Quoter 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 Quoter 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 Quoter 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 Quoter 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 Quoter 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 FAR22.1003-4(c)(1). The Quoter # 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 Quoter (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 FAR22.1003-4(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 FAR22.1003-4(d)(1). The Quoter # 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 Quoter (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 FAR22.1003-4(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 Quoter 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 Quoter shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the Quoter if the Quoter 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 Quoter is required to provide this information to the SAM database to be eligible for award.)

(1) All Quoters 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 Quoter'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 FAR4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Quoter's TIN.

(3) Taxpayer Identification Number (TIN).

# TIN: \_\_\_\_\_.

# TIN has been applied for.

# TIN is not required because:

# Quoter 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;

# Quoter is an agency or instrumentality of a foreign government;

# Quoter 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.

# Quoter 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 Quoter certifies that the Quoter 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. The Quoter represents that—

- (i) It # is, # is not an inverted domestic corporation; and
- (ii) It # is, # 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 Quoter shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

- (i) Represents, to the best of its knowledge and belief, that the Quoter does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the Quoter, or any person owned or controlled by the Quoter, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the Quoter, and any person owned or controlled by the Quoter, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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 Quoter has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Quoter. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

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

(2) If the Quoter 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 Quoter 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 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—

(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 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

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

(1) The Quoter 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 Quoter 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)

(End of provision)

# BUSINESS MANAGEMENT QUESTIONNAIRE (Attachment I)

(A) Provide the work distribution, by percentage, among commercial contracts and Government contracts (including prime and subcontracts).

COMMERCIAL: \_\_\_\_\_ percent

GOVERNMENT: \_\_\_\_\_ percent

(B) List of last three contracts awarded to your firm which are of a related nature, indicating for each the following:

(1) (a) Customer & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Phone): \_\_\_\_\_  
(b) Contract Number: \_\_\_\_\_  
(c) Person to Contact: \_\_\_\_\_  
(Phone): \_\_\_\_\_  
(d) Type of Work: \_\_\_\_\_  
(e) Amount of Contract: \_\_\_\_\_  
(f) Contract Status:  Active  Complete

(2) (a) Customer & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Phone): \_\_\_\_\_  
(b) Contract Number: \_\_\_\_\_  
(c) Person to Contact: \_\_\_\_\_  
(Phone): \_\_\_\_\_  
(d) Type of Work: \_\_\_\_\_  
(e) Amount of Contract: \_\_\_\_\_  
(f) Contract Status:  Active  Complete

(3) (a) Customer & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Phone): \_\_\_\_\_  
(b) Contract Number: \_\_\_\_\_  
(c) Person to Contact: \_\_\_\_\_  
(Phone): \_\_\_\_\_  
(d) Type of Work: \_\_\_\_\_  
(e) Amount of Contract: \_\_\_\_\_  
(f) Contract Status:  Active  Complete



**BUSINESS MANAGEMENT QUESTIONNAIRE (Attachment I)**

(C) (a) Bank Reference & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) Person to Contact: \_\_\_\_\_

(Phone): \_\_\_\_\_

(D) Total estimated amount of work under this contract that your firm will accomplish with employees:  
Employee: At the end of the year, the employer must complete Form W-2, Wage and Tax Statement to report wages, tips and other compensation paid to an EMPLOYEE. NOTE: Issuing the firm and/or individual(s) performing the services a 1099 form in lieu of a W2 form for reporting their earned income is considered subcontracting.

\_\_\_\_\_ percent

Total estimated amount of work under this contract that your firm will accomplish with independent contractors (non-employees):  
Independent Contractor: At the end of the year, the employer must complete Form 1099-MISC to report payments made in the course of a trade or business to others for services.

\_\_\_\_\_ Percent

**\*\*NOTE:** Contractors are sometimes faced with making a determination of the classification of workers who provide products or services for the concern. The status of a worker as either an independent contractor or employee must be determined accurately to ensure that workers and businesses can anticipate and meet their tax responsibilities timely and accurately. Either worker classification – independent contractor or employee – can be a valid and appropriate business choice. If you classify an employee as an independent contractor and you have no reasonable basis for doing so, you may be held liable for employment taxes for that worker. (See [www.irs.gov](http://www.irs.gov)) As a small business classifying an employee as an independent contractor, you are possibly not providing the supply/service in accordance with FAR 52.219-14. 50% of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

Continuation of SF-1449 - Block 17a.: Contractors Contract administration matters will be handled by:

Contractor's Name/Address/City/State/Zip (please print or type)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Point of Contact/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Tax Identification #: \_\_\_\_\_

[End of Contract Administration Data]