

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested. A separate Request for Quote (RFQ) will not be issued. The solicitation number is **F2MT1F2010AW01** and is issued as a Request for Quotation (RFQ). This solicitation incorporates provisions and clauses that are in effect through the Federal Acquisition Circular (FAC) 2022-04 and DFARS change notice 02-28-2022. This is a notice that this purchase order is **a 100% total set-aside for small business (SB) concerns**. The Government will accept only quotes submitted by SB concerns holding NAICS Code 561790. Any quote submitted by a contractor that is not a small business concern will not be considered for award. The NAICS Code is 561790, *Other Services to Buildings and Dwellings*. The product service code (PSC) is J041, *Maintenance, Repair and Rebuilding of Equipment – Refrigeration, Air Conditioning and Air Circulating Equipment*. The size standard is \$8M. This non-personal service requirement is for Heating, Ventilation and Air Conditioning (HVAC) Duct Cleaning for a total of 38 fan/coil units; disinfecting and sanitizing the ducting systems; cleaning a total of 226 supply duct vents and duct lines; and associated labor. Upon completion of cleaning the duct system, if fungus is suspected to be present, an EPA registered anti-microbial will be introduced into the air conveyance system to eliminate spores which may be in the system. This requirement is in support of the 318th Training Squadron (TRS), Building 7538, 1020 Tinker Avenue, Joint Base San Antonio (JBSA) Lackland, TX. This requirement is restricted to **SB concerns holding NAICS Code 561790**; and will be performed IAW the Statement of Work (SOW), dated 12 January 2022 (Attachment 1).

HVAC Duct Cleaning

(The quote shall be effective for 90 days after submission of quote)

Please respond to this RFQ by emailing responses to: Parie Reynolds at: parie.reynolds@us.af.mil and A1C Davion Blanks, Davion.blanks@us.af.mil, no later than **11:00 a.m. CDT, Monday, 2 May 2022** (or sooner if possible) in order to be considered timely. Any quote, modification, revision, or withdrawal of a quote received after the exact time specified above shall be determined as late and will not be considered unless received before award is made; the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition, and it was the only quote received. Please contact Parie Reynolds and A1C Davion Blanks with additional questions at the above noted email address(es) no later than **4:00 p.m. CDT, Friday, 22 April 2022**.

Please provide a quote for the line items (CLINs) listed below. Failure to quote on all line items (CLINs), comply with all terms and conditions may render the quote unacceptable and ineligible for award consideration in the absence of interchanges.

ITEM	DESCRIPTION	QTY	Unit of Issue	Unit Price	Extended Amount
0001	Building 7538: - Disinfect and sanitize 38 fan/coil units; the ducting systems; cleaning a total of 226 supply duct vents and duct lines - Upon completion of cleaning the duct system, if fungus is suspected to be present, an EPA registered anti-microbial will be introduced into the air conveyance system to eliminate spores which may be in the system	1	EA	\$	\$
0006	Labor: (Vendor will input estimated # of hours required to complete requirement).		HRS	\$	\$

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* Refer to SOW dated 12 January 2022

**TOTAL
COST** \$

Please provide the information below:

FOB Destination ☒

Shipping Cost ☒ Yes
Included? ☐ No

☐ GSA Pricing Only.
**Pricing
Quoted:** ☐ Includes Open
Market prices.

Payment Terms _____

Delivery Date _____

Company

Name: _____

DUNS # _____

Required Cage Code

Number: _____

POC: _____

Telephone # _____

E-Mail _____

Address: _____

Tax ID#: _____

GSA

Number: _____

Warranty Information: _____

Do you have the capacity to invoice electronically (invoicing through WAWF)? (Yes/No) _____

Special Notes and Instructions:

1. This is a notice that this order is a total set-aside for SB concerns holding NAICS Code 561790 and size standard of \$8M annual revenue. Service Contract Act (SCA) Wage Determination 2015-5253, Revision 16, dated 27 December 2021, Occupational Code 23410, Heating Ventilation and Air Conditioning Mechanic.

Any quote submitted by a contractor that is not a SB concern, will not be considered for award. The Government will accept only quotes submitted by SB concerns holding NAICS Code 56190.

2. Basis for Award. 502 CONS/JBKAE will issue a purchase order to the vendor who is determined to offer the best value to the Government. Contract type shall be Firm Fixed Price (FFP). Failure to acknowledge Amendments may result in your quote not being considered for award. To be eligible for award, the offeror must have current Representations and Certifications in accordance with FAR 52.212-3. These are usually attached to the solicitation for offerors to complete; however, in accordance with DFARS 212.301, the contracting officer will consider required data if available electronically (up-to-date and current in the System for Award Management located at <https://www.sam.gov/SAM>) instead of requiring the offeror to complete these provisions and submit with proposal.

3. Best Value Determination. The offeror who is deemed responsible and responsive with the **Lowest Priced, Technically Acceptable (LPTA)** quote will be determined to represent the best value. Technical acceptability will be determined by an evaluation of the quoted requirements that meet the technical criteria that is contained in the SOW, dated 2 June 2021 (Attachment 1). Quotes initially will be ranked from lowest to highest based on total cost. The Government will then evaluate the three lowest priced quotes for Technical Acceptability. However, the Government reserves the right to evaluate the next lowest priced quote until it has determined a technically acceptable quote. The evaluation will stop at the point when the Government determines an offeror to be technically acceptable with the lowest evaluated price, because that offer will represent the best value. Contingent upon a determination of contractor responsibility, award will be made to that offeror without further evaluation of other offers. Award will be made to the responsible vendor whose quote is the lowest evaluated price among technically acceptable quotes.

4. Interchanges. The Government intends to award a purchase order without interchanges with respective vendors/quoters. The Government however, reserves the right to conduct interchanges if deemed in its best interest.

5. Mandatory Registrations. To be eligible for award, registration with the System for Award Management (SAM) must be current (legacy for On-line Registration and Certifications Application (ORCA) and Central Contractor Registration (CCR) registrations). To register or update former CCR and Reps & Certs that are not current go to <https://www.sam.gov>, and provide mandatory information.

6. Notice to Offeror. The Government reserves the right to cancel this Request for Quote (RFQ), either before or after suspense date. In the event the Government cancels this RFQ, the Government has no obligation to reimburse an offeror for any costs. The contractor shall not request, nor will the Government make payments for any preliminary measurement, quotes, bids, site visit, time or proposal cost incurred.

7. Site Visit. A site visit is scheduled for **Wednesday, 13 April 2022 at 9:00 a.m., CDT**. To obtain an installation access pass to enter JBSA Lackland, TX, offerors must contact the Contract Specialist, Parie Reynolds at parie.reynolds@us.af.mil and A1C Davion Blanks, Davion.blanks@us.af.mil, and provide the following information no later than 72-hours, prior to the scheduled site visit.

- a. Name of your company
- b. Name(s) of personnel (limited to 2 individuals) who will attend, if applicable
- c. Each individuals driver's license number or ID Number
- d. State of issue for the above number provided for each individual
- e. Each individual's date of birth (DOB).

After submitting the above information no later than 72-hours prior to the scheduled site visit, the contractor will secure the temporary base pass from the Visitor's Center located at the Luke East Gate (Highway 90 and Military Drive), JBSA Lackland, TX 78236.

**** Offerors are strongly advised to retrieve installation access passes as early as possible on the day of scheduled site visit.**

**** Requests not sent 72-hours prior to scheduled site visit will not be reviewed or considered.**

**** Installation access passes shall be returned to the Government representative upon completion of the scheduled site visit.**

8. Delivery. Delivery and acceptance shall be FOB Destination, and included in line item (CLIN) price, as noted above, unless otherwise and clearly noted by the offeror in the RFQ. Delivery and acceptance shall be performed in accordance with the SOW, dated 12 January 2022 (Attachment 1).

9. Site Maintenance. Work areas shall be maintained in a neat, clean, safe condition and all trash, debris, and garbage, which the contractor generates, shall be removed from the premises upon completion and delivery, or daily if the completion/delivery will be completed in more than one day.

10. Completion of Work. The Contractor shall ensure that work for this project is performed in accordance with the criteria described in the SOW, dated 12 January 2022 (Attachment 1), and all items/products in the description shall be fully operational at the completion of work for this project.

11. SOW and Product Description: Product offerings must meet all salient characteristics as described in the SOW, dated 12 January 2022 (Attachment 1), to be considered for award. Quotes submitted in response to this RFQ must include a detailed list of product specifications demonstrating that any products offered meet all salient characteristics. Failure to meet the attached salient characteristics renders the quote unacceptable.

12. The following FAR/AFFARS/DFARS provisions and clauses are applicable to this solicitation:

(For full text references, go to: <https://acquisition.gov> or <http://farsite.hil.af.mil>)

52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
52.204-7	System for Award Management (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.204-18	Commercial and Government Entity Code Maintenance JUL 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)
52.212-1	Instructions to Offerors – Commercial Items (JUN 2020)
52.212-2	Evaluation – Commercial Items (OCT 2014)
52.212-3	Offeror Representations and Certifications – Commercial Items (OCT 2018)
52.212-4	Contract Terms and Conditions – Commercial Items (OCT 2018)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Aug 2018)
52.232-1	Payments (Apr 1984)
52.232-18	Availability of Funds (Apr 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1	Disputes (May 2014)
52.233-3	Protest After Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-3	Continuity of Services (JAN 1991)
52.242-15	Stop-Work Order (AUG 1989)
52.243-1	Changes – Fixed-Price (AUG 1987)
52.243-4	Changes (JUN 2007)
52.246-2	Inspection of Supplies – Fixed –Price (AUG 1996)
52.246-16	Responsibility for Supplies (APR 1984)
52.247-34	FOB Destination (NOV 1991)
52.249-1	Termination for Convenience of the Government – Fixed Price (APR 1984)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.203-7005	Representation Relating to Compensation of Former DoD Officials (NOV 2011)
252.204-7003	Control of Government Personnel Work Product (APR 1992)
252.204-7006	Billing Instructions (OCT 2005)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (May 2016)

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252.209-7998 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (MAY 2019)

252.209-7999 Rerepresentation Regarding Conviction of a Felony Criminal (Deviation 2012-O0007) (May 2019)

252.209-7999 Representation By Corporations Regarding An Unpaid Delinquent Tax Liability Or A Felony Conviction Under Any Federal Law (Deviation 2012-00004) (Jan 2012)

252.211-7003 Item Unique Identification and Valuation

252.215-7007 Notice of Intent to Resolicit (JUN 2012)

252.215-7008 Only One Offer (JUL 2019)

252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors (Jan 2018)

252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014)

252.223-7008 Prohibition of Hexavalent Chromium (Jun 2013)

252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021)

252.225-7001 Buy American and Balance of Payments Program (Dec 2017)

252.225-7012 Preference for Certain Domestic Commodities (DEC 2017)

252.225-7048 Export-Controlled Items (Jun 2013)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Dec 2018)

252.232-7006 Wide Area WorkFlow Payment Instructions (Dec 2018)

252.232-7010 Levies on Contract Payments (Dec 2006)

252.239-7013 Term of Agreement and Continuation of Services (Oct 2019)

252.243-7001 Pricing of Contract Modifications (Dec 1991)

252.244-7000 Subcontracts for Commercial Items (Jun 2013)

252.247-7023 Transportation of Supplies by Sea (Feb 2019)

5352.201-9101 Ombudsman (OCT 2019)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012)

5352.223-9001 Health and Safety on Government Installations (NOV 2012)

5352.242-9000 Contractor Access to Air Force Installations (OCT 2019)

52.204-1 Approval of Contract. 1989-12 As prescribed in 4.103, insert the following clause: Approval of Contract (Dec 1989). This contract is subject to the written approval of **__ CONTRACTING OFFICER __** and shall not be binding until so approved.

(End of clause)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(a\)](#), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(Nov 2021)

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

(a) Definitions. As used in this provision—

Backhaul , covered telecommunications equipment or services , critical technology , interconnection arrangements , reasonable inquiry , roaming , *and* substantial or essential component have the meanings provided in

the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment .

(b) *Prohibition.*

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment —

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment —

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

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

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

(ii) For covered services—

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

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

(End of provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) (1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

ADDENDUM TO 52.212-1

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2020)

Addendum to 52.212-1(e), Multiple Offers, is deleted in its entirety.

Addendum to 52.212-1(h), Multiple Awards, is deleted in its entirety.

Addendum to 52.212-1(d), Product Samples, is deleted in its entirety.

Addendum to 52.212-1(g), Contract Award (not applicable for Invitation for Bids) is tailored as follows: The Government intends to evaluate offers and award a contract without interchanges with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct interchanges if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(m) QUOTE PREPARATION INSTRUCTIONS.

A. To assure timely and equitable evaluation of quote, offeror must follow the instructions contained herein.

Offerors are required to meet all quote requirements, including terms and conditions, and technical requirements, in addition to those identified as evaluation factors. Offeror must clearly identify any exception to the quote terms and

conditions and provide complete accompanying rationale.

B. SUBMISSION OF TECHNICAL PROPOSAL:

(a) Drawings, specifications and pictures shall be provided with the offeror's quote.

(b) Quotes shall be submitted (electronic copy) to the Contract Specialist directly by emailing all required documentation to parie.reynolds@us.af.mil and davion.blanks@us.af.mil.

(c) All documents submitted in response to this RFQ must be fully responsive to and consistent with the requirements of the RFQ.

ADDENDUM TO 52.212-2

ADDENDUM TO 52.212-2 Evaluation - Commercial Items (Oct 2014)

The following have been deleted:

(b) Options has been deleted in its entirety

(b)(iii) Past Performance has been deleted in its entirety

The following have been added or changed

FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS ADDENDUM

Addendum to 52.212-2(a): Paragraph (a) is tailored as follows:

(a) Basis for Award. The Government intends to award one Firm Fixed Price contract for this acquisition.

Award will be made to technically acceptable Offerors who are deemed responsible in accordance with FAR 9.104 and whose quote conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, and all other information required by this quote. Unless specifically identified in your quote, by submission of its quote, the Offeror accedes to all solicitation requirements, including terms and conditions, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in a quote being determined ineligible for award. This contract will be awarded as Firm Fixed Price (FFP). It is the Government's intent to evaluate quotes and award without interchanges with Offerors. Therefore, the Offeror's initial quotes should contain the Offeror's best terms from a price, and technical standpoint. However, the Government reserves the right to conduct interchanges if the Contracting Officer (CO) later determines them to be necessary.

1.0 Evaluation Process. The evaluation factor and process to be used is listed below.

1.1 Evaluation Factors. In evaluating quotes, the Government will select the quote that is most advantageous to the Government. To arrive at a decision, only the three lowest quotes will be assessed in accordance with the following evaluation factors for the award:

1.1.1 Technical Evaluation. Only the three lowest quotes will be evaluated for Technical Acceptability.

(A) Acceptability Ratings. The evaluation factors listed below will be used to evaluate each quote and will receive one of the following ratings

(i) Acceptable - The quote clearly meets the minimum requirements listed in the SOW, Attachment 1.

(ii) Unacceptable - The quote does not clearly meet the minimum requirements of this quote and its attachments.

1.1.2 Price Evaluation. Evaluations will be completed by multiplying the Offeror's unit price by the estimated quantity. An offeror's proposed TEP will be determined by multiplying the estimated quantities identified in the Schedule of Supplies by the quoted unit price for each Line Item Number (CLIN). The Government may require submission of information other than cost or pricing data to the extent necessary to evaluate price reasonableness.

1.1.2.2 Evaluation of Factors. Offerors are advised that their initial submission should be their best effort. Only technically acceptable quotes, either initially or as a result of interchanges, are eligible for award. If award is made without interchanges, quote revisions will not be permitted. The Government will evaluate the quotes selected above for technical acceptability on an Acceptable/Unacceptable basis. For the technical quote to be rated as "Acceptable", the technical factor must be rated acceptable. If the technical factor is rated "Unacceptable" the overall quote will be rated as "Unacceptable".

(A) Interchanges. Under appropriate circumstances, interchanges can be an effective method to improve the Government's evaluation of Offerors' quoted approaches and may reduce acquisition cycle time. Interchanges may be written, email, phone call, etc., or any method which would accurately capture the contemporaneous sharing of information between the Government and the Offerors. Interchanges may also be oral conversations between the Government and the Offerors.

(B) Factor # 1 - Submit product descriptions for each item being quoted. The Offeror shall submit product specifications that match the SOW, Statement of Work. The standard has been met when: The offeror provides products that fully conform to the product description requirements specified in the SOW.

(End of clause)

ADDENDUM TO 52.212-4

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS (OCT 2018)

Reference FAR 52.212-4, Paragraph (c) is hereby tailored as follows:

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as paying office, appropriation data, etc., which may be changed unilaterally by the Government.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2022)

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved].

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

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

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

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

[] (10) [Reserved].

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

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

☐ (13) [Reserved]

☐ (14)

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

☐ (ii) Alternate I (Mar 2020) of 52.219-6.

☐ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)

(i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2021) of 52.219-9.

☐ (18)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☒ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

☐ (22)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

☐ (27) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).

☐ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☐ (30)

(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☐ (31)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

☐ (32)

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

☐ (ii) Alternate I (Jul 2014) of 52.222-36.

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

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

☐ (35)

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

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

☐ (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[] (37)

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

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

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

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

[] (40)

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

[] (ii) Alternate I (Oct 2015) of 52.223-13.

[] (41)

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

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

[] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

[] (43)

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

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

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

[] (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

[] (47)

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

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

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

[] (49)

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

[] (ii) Alternate I (Jan 2021) of 52.225-3.

[] (iii) Alternate II (Jan 2021) of 52.225-3.

[] (iv) Alternate III (Jan 2021) of 52.225-3.

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

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

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)

(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

[] (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

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

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

[] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

[] (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[] (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[X] (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

[] (63)

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

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

[] (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

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

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

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

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

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

[] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

[X] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

(e)

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

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

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

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

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

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

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

(End of clause)

52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

52.252-2 - Clauses Incorporated By Reference (Feb 1998)

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

(End of clause)

52.252-6 - Authorized Deviations In Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7974 Representation Regarding Business Operations with the Maduro Regime. (Deviation 2020-O0005)

Use the following provision in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, unless the solicitation is—

- (a) Jointly determined by the Secretary of Defense and the Secretary of State to be—

- (1) Necessary for purposes of—
- (i) Providing humanitarian assistance to the people of Venezuela;
- (ii) Disaster relief and other urgent lifesaving measures; or
- (iii) Carrying out noncombatant evacuations; or
- (2) Vital to the national security interests of the United States; or
- (b) Related to the operation and maintenance of the United States Government's consular offices and diplomatic posts in Venezuela.

REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

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

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means—

- (1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;
- (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and
- (3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) *Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

- (c) *Representation.* By submission of its offer, the Offeror represents that the Offeror—

- (1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or
- (2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.239-7002

As prescribed in 239.7411 (a), use the following clause:

ACCESS (DEC 1991)

(a) Subject to military security regulations, the Government shall permit the Contractor access at all reasonable times to Contractor furnished facilities. However, if the Government is unable to permit access, the Government at its own risk and expense shall maintain these facilities and the Contractor shall not be responsible for the service involving any of these facilities during the period of nonaccess, unless the service failure results from the Contractor's fault or negligence.

(b) During periods when the Government does not permit Contractor access, the Government will reimburse the Contractor at mutually acceptable rates for the loss of or damage to the equipment due to the fault or negligence of the Government. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(End of clause)

252.239-7004 As prescribed in 239.7411 (a), use the following clause:

ORDERS FOR FACILITIES AND SERVICES (SEP 2019)

(a) *Definitions.* As used in this clause—

“Governmental regulatory body” means the Federal Communications Commission, any statewide regulatory body, or any body with less than statewide jurisdiction when operating under the state authority. Regulatory bodies whose decisions are not subject to judicial appeal and regulatory bodies which regulate a company owned by the same entity that creates the regulatory body are not governmental regulatory bodies.

(b) The Contractor shall acknowledge a communication service authorization or other type order for supplies and facilities by—

(1) Commencing performance after receipt of an order; or

(2) Written acceptance by a duly authorized representative.

(c) The Contractor shall furnish the services and facilities under this agreement/contract in accordance with all applicable tariffs, rates, charges, regulations, requirements, terms, and conditions of—

(1) Service and facilities furnished or offered by the Contractor to the general public or the Contractor's subscribers; or

(2) Service as lawfully established by a governmental regulatory body.

(d) The Government will not prepay for services.

(e) For nontariffed services, the Contractor shall charge the Government at the lowest rate and under the most favorable terms and conditions for similar service and facilities offered to any other customer.

(f) Recurring charges for services and facilities shall, in each case, start with the satisfactory beginning of service or provision of facilities or equipment and are payable monthly in arrears.

(g) Expediting charges are costs necessary to get services earlier than normal. Examples are overtime pay or special shipment. When authorized, expediting charges shall be the additional costs incurred by the Contractor and the subcontractor. The Government shall pay expediting charges only when—

(1) They are provided for in the tariff established by a governmental regulatory body; or

(2) They are authorized in a communication service authorization or other contractual document.

(h) When services normally provided are technically unacceptable and the development, fabrication, or manufacture of special equipment is required, the Government may—

(1) Provide the equipment; or

(2) Direct the Contractor to acquire the equipment or facilities. If the Contractor acquires the equipment or facilities, the acquisition shall be competitive, if practicable.

(i) If at any time the Government defers or changes its orders for any of the services but does not cancel or terminate them, the amount paid or payable to the Contractor for the services deferred or modified shall be equitably adjusted under applicable tariffs filed by the Contractor with the regulatory commission in effect at the time of deferral or change. If no tariffs are in effect, the Government and the Contractor shall equitably adjust the rates by mutual agreement. Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(End of clause)

252.239-7007 As prescribed in 239.7411 (a), use the following clause:

CANCELLATION OR TERMINATION OF ORDERS (SEP 2019)

(a) Definitions.

“Actual nonrecoverable costs” means the installed costs of the facilities and equipment, less cost of reusable materials, and less net salvage value.

“Basic cancellation liability” means the actual nonrecoverable cost, which the Government shall reimburse the Contractor at the time services are cancelled.

“Basic termination liability” means the nonrecoverable cost amortized in equal monthly increments throughout the liability period.

“Installed costs” means the actual cost of equipment and materials specifically provided or used, plus the actual cost of installing (including engineering, labor, supervision, transportation, rights-of-way, and any other items which are chargeable to the capital accounts of the Contractor), less any costs the government may have directly reimbursed the Contractor under the Special Construction and Equipment Charges clause of this agreement/contract.

“Net salvage value” means the salvage value less the cost of removal.

(b) If the Government cancels any of the services ordered under this agreement/contract, before the services are made available to the Government, or terminates any of these services after they are made available to the Government, the Government will reimburse the Contractor for the actual nonrecoverable costs the Contractor has reasonably incurred in providing facilities and equipment for which the Contractor has no foreseeable reuse. The Government will not reimburse the Contractor for any actual nonrecoverable costs incurred after notice of award, but prior to execution of the order.

(c) When feasible, the Contractor shall reuse cancelled or terminated facilities or equipment to minimize the charges to the Government.

(d) If at any time the Government requires that telecommunications facilities or equipment be relocated within the Contractor's service area, the Government will have the option of paying the costs of relocating the facilities or equipment in lieu of paying any termination or cancellation charge under this clause. The basic cancellation liability or basic termination liability applicable to the facilities or equipment in their former location shall continue to apply to the facilities and equipment in their new location. Monthly recurring charges shall continue to be paid during the period.

(e) When there is another requirement or foreseeable reuse in place of cancelled or terminated facilities or equipment, no charge shall apply and the basic cancellation liability or basic termination liability shall be appropriately reduced. When feasible, the Contractor shall promptly reuse discontinued channels or facilities, including equipment for which the Government is obligated to pay a minimum service charge.

(f) The amount of the Government's liability upon cancellation or termination of any of the services ordered under this agreement/contract will be determined under applicable tariffs governing cancellation and termination charges which—

(1) Are filed by the Contractor with a governmental regulatory body, as defined in the Rates, Charges, and Services clause of this agreement/contract;

(2) Are in effect on the date of termination; and

(3) Provide specific cancellation or termination charges for the facilities and equipment involved or show how to determine the charges.

(g) The amount of the Government's liability upon cancellation or termination of any of the services ordered under this agreement/contract, which are not subject to a governmental regulatory body, will be determined under a mutually agreed schedule in the communication services authorization (CSA) or other contractual document.

(h) If no applicable tariffs are in effect on the date of cancellation or termination or set forth in the applicable CSA or other contractual document, the Government's liability will be determined under the following settlement procedures—

(1) The Contractor agrees to provide the Contracting Officer, in such reasonable detail as the Contracting Officer may require, inventory schedules covering all items of property or facilities in the Contractor's possession, the cost of which is included in the Basic Cancellation or Termination Liability for which the Contractor has no foreseeable reuse.

(2) The Contractor shall use its best efforts to sell property or facilities when the Contractor has no foreseeable reuse or when the Government has not exercised its option to take title under the Title to Telecommunications Facilities and Equipment clause of this agreement/contract. The Contractor shall apply any proceeds of the sale to reduce any payments by the Government to the Contractor under a cancellation or termination settlement.

(3) The Contractor shall record actual nonrecoverable costs under established accounting procedures prescribed by the cognizant governmental regulatory authority or, if no such procedures have been prescribed, under generally accepted accounting procedures applicable to the provision of telecommunication services for public use.

(4) The net salvage value shall be deducted from the Contractor's installed cost. In determining net salvage value, the Contractor shall consider the foreseeable reuse of the facilities and equipment by the Contractor. The Contractor shall

make allowance for the cost of dismantling, removal, reconditioning, and disposal of the facilities and equipment when necessary either for the sale of facilities or their reuse by the Contractor in another location.

(5) Upon termination of services, the Government will reimburse the Contractor for the nonrecoverable cost less such costs amortized to the date services are terminated and establish the liability period as mutually agreed to but not to exceed ten years. In the case of either a cancellation or a termination, the Government's presumed maximum liability will be capped by the unpaid non-recurring charges and the monthly recurring charges set out in the contract/agreement. The presumed maximum liability for monthly recurring charges shall be capped at monthly recurring charges for the minimum service period and any required notice period.

(6) When the basic cancellation liability or basic termination liability established by the CSA or other contractual document is based on estimated costs, the Contractor agrees to settle on the basis of actual cost at the time of cancellation or termination.

(7) The Contractor agrees that, if after settlement but within the termination liability period of the services, should the Contractor make reuse of equipment or facilities which were treated as nonreusable or nonsalvageable in the settlement, the Contractor shall reimburse the Government for the value of the equipment or facilities.

(8) The Contractor agrees to exclude—

(i) Any costs which are not included in determining cancellation and termination charges under the Contractor's standard practices or procedures; and

(ii) Charges not ordinarily made by the Contractor for similar facilities or equipment, furnished under similar circumstances.

(i) The Government may, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the cancelled or terminated portion of this agreement/contract. The Government may make these payments if the Contracting Officer determines that the total of the payments is within the amount the Contractor is entitled. If the total of the payments is in excess of the amount finally agreed or determined to be due under this clause, the Contractor shall pay the excess to the Government upon demand.

(j) Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.

(End of clause)

Attachment(s)

1. Statement of Work (SOW), dated 12 January 2022
2. Building 7538 Floor Plan
3. Pricing Worksheet, HVAC Duct Cleaning
4. Wage Determination, 2015-5253, Revision 16, dated 27 December 2021