

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W26WKS02628645		PAGE 1 OF 111	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912ER21R0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DIANE E DELATHOUDER				b. TELEPHONE NUMBER (No Collect Calls) 540-665-6558	
						8. OFFER DUE DATE/LOCAL TIME 02:00 PM 08 Mar 2021	
9. ISSUED BY  W912ER DISTRICT (TAM), USAGE MIDDLE EAST DISTRICT (CETAM-CT) 201 PRINCE FREDERICK DRIVE WINCHESTER VA 22602  TEL: XXX-XXX-XXXX FAX:		CODE W912ER		10. THIS ACQUISITION IS  <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  NAICS: 238220  SIZE STANDARD: \$16,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" 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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL:  EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 111	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO OFFERORS

## INSTRUCTIONS

## 1. CONTRACT ADMINISTRATION DATA

This is a Firm-Fixed-Price (FFP) supply type contract with installation. The Contracting Officer will administer this contract at the following address:

U.S. Army Corps of Engineers  
Middle East District  
Attention: CETAM-CT-S  
201 Prince Frederick Drive  
Winchester, VA 22602

## 2. PAYMENTS

The method of invoicing is electronically. The Contractor must submit signed DD250 Material Inspection and Receiving Report, signed Certificate of Conformance, and currently dated invoices by email to the Contracting Officer Mr. Joe L. Libbey at [Joe.L.Libbey@usace.army.mil](mailto:Joe.L.Libbey@usace.army.mil), Contract Specialist, Diane E. deLathouder at [Diane.E.deLathouder@usace.army.mil](mailto:Diane.E.deLathouder@usace.army.mil), and Project Manager Mr. Brian S. Johnson at, [Brian.S.Johnson@usace.army.mil](mailto:Brian.S.Johnson@usace.army.mil).

Payment will be made by electronic funds transfer (EFT) in accordance with Federal Acquisition Regulation (FAR) clause 52.232-33, Payment by Electronic Funds Transfer-Systems for Award Management.

## 3. CONTRACTOR LIAISON WITH THE GOVERNMENT

All communication by the Contractor with officials, representatives and/or offices of the Government in all matters pertaining to the work to be accomplished under this contract shall be through and in full liaison with the Contracting Officer.

Contracting Officer: Joe L. Libbey

Email: [Joe.L.Libbey@usace.army.mil](mailto:Joe.L.Libbey@usace.army.mil)  
Phone: 540-665-1382

Contract Specialist: Diane E. deLathouder

Email: [Diane.E.deLathouder@usace.army.mil](mailto:Diane.E.deLathouder@usace.army.mil)  
Phone: 540-665-6558

Project Manager: Brian S. Johnson

Email: [Brian.S.Johnson@usace.army.mil](mailto:Brian.S.Johnson@usace.army.mil)  
Phone: 540-665-1228

**Point Of Contact In Kuwait**

Name: Renet W. Murad  
Phone: 540-665-6345  
Cell (KW): +965 9876 8904

Email: [renet.w.murad@usace.army.mil](mailto:renet.w.murad@usace.army.mil)

## STATEMENT OF WORK

### **HVAC AND ELECTRICAL COMPONENTS REPLACEMENT WORK FOR KUWAIT AIR DEFENSE SUBHAN, KUWAIT PROCUREMENT & SUPPLY**

#### **1. General Description of Services**

Provide the products and services described in this statement of work for the following facilities that are all located inside the ADA Camp at Subhan, Kuwait:

Item NO	Building Name	Building Code
1.1	B2-ADMIN	
1.2	B4-MESS (RESTAURANT)	
1.3	B5-MAZHA (OFFICERS ACCOMMODATION)	
1.4	MASRA/BADALAH (THEATRE)	
1.5	SKY GUARD 147	
1.6	ICC	
1.7	BR 3/4	
1.8	K 47/48	
1.9	AR 3/2	
1.10	MAGWA-ADMIN	
	MAGWA-RADAR	

#### **2. Period of Performance**

Complete all requirements contained in this statement of work within 365 calendar days after Notice to Proceed (NTP).

#### **3. Work Summary**

This Statement of Works (SOW) for the KUWAIT AIR DEFENSE, SUBHAN KUWAIT

#### **(MECHANICAL SOW SUMMARY)**

**3.1 HVAC units to be removed and replaced are as stated in the tabulation below:**

ITEM	DESCRIPTION	UOM	QUANTITY
3.1.1	<b>B2-ADMIN</b>		
	DX Package AC unit 20 TOR Capacity complete with duct heaters	EACH	1
	DX Package AC unit 15 TOR Capacity complete with duct heaters	EACH	1
	DX Package AC unit 12 TOR Capacity complete with duct heaters	EACH	2

	DX Split AC unit 25 TOR Capacity complete with duct heaters	EACH	2
	DX Split AC unit 12 TOR Capacity complete with duct heaters	EACH	2
	DX Split AC unit 10 TOR Capacity complete with duct heaters	EACH	2
	<b>B4-MESS (Restaurant)</b>		
3.1.2	DX Package AC unit 30 TOR Capacity complete with duct heaters	EACH	2
	DX Package AC unit 25 TOR Capacity complete with duct heaters	EACH	4
	<b>B5-MAZHA (officers Accommodation)</b>		
3.1.3	DX Package AC unit 15 TOR Capacity complete with duct heaters	EACH	8
	<b>MASRA/BADALAH (Theatre)</b>		
3.1.4	DX Split AC unit 15 TOR Capacity complete with duct heaters	EACH	4
	DX Package AC unit 7.5TOR Capacity complete with duct heaters	EACH	1
	<b>SKY GUARD 147</b>		
3.1.5	DX Package AC unit 16 TOR Capacity complete with duct heaters	EACH	4
	DX Package AC unit 13 TOR Capacity complete with duct heaters	EACH	2
	DX Package AC unit 20 TOR Capacity complete with duct heaters	EACH	4
	DX Package AC unit 26 TOR Capacity complete with duct heaters	EACH	1
	DX Split AC unit 4 TOR Capacity complete with duct heaters	EACH	1
	<b>ICC</b>		
3.1.6	DX Package AC unit 25 TOR Capacity complete with duct heaters	EACH	1
	<b>BR 3/4</b>		
3.1.7	DX Split AC unit 30 TOR Capacity complete with duct heaters	EACH	2
	DX Split AC unit 25 TOR Capacity complete with duct heaters	EACH	4
	<b>K 47/48</b>		
3.1.8	DX Package AC unit 30 TOR Capacity complete with duct heaters	EACH	2
	DX Package AC unit 25 TOR Capacity complete with duct heaters	EACH	2
	<b>AR 3/2</b>		
3.1.9	DX Split AC unit 30 TOR Capacity complete with duct heaters	EACH	2
	DX Split AC unit 25 TOR Capacity complete with duct heaters	EACH	4
	<b>MAGWA-ADMIN</b>		
3.1.10	DX Package AC unit 20 TOR Capacity complete with duct heaters	EACH	2
	<b>MAGWA-RADAR</b>		
	DX Package AC unit 10 TOR Capacity complete with duct heaters	EACH	1
	DX Package AC unit 7.5 TOR Capacity complete with duct heaters	EACH	1

**(ELECTRICAL SOW SUMMARY)****3.2 Procure and Supply Main Distribution Board for Individuals' Dormitories:**

ITEM	Description	UOM	QUANTITY
<b>K47/48</b>			
3.3.1	Procure and supply MSB Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 14-way 125, 160A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1

<b>AR 3/2</b>			
3.3.2	Procure and supply MSB Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 16-way 125, 160A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	2
<b>BR 3/4</b>			
3.3.3	Procure and supply MSB Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 16-way 125, 160A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	2
<b>B2 ADMIN</b>			
3.3.4	Procure and supply MSB Main incomer ACB 1600 A, Adjustable TMD, TP and SP, Outgoing 20-way 100-125 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
<b>B4-MESS (Restaurant)</b>			
3.3.5	Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 14-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
3.3.6	Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 16-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
<b>B5-MAZHA (officers Accommodation)</b>			
3.3.7	Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 14-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
3.3.8	Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 14-way 100, 160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
<b>ICC</b>			
3.3.9	Procure and supply MSB Main incomer 1000 A, Adjustable TMD, TP and SP, Outgoing 18-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
<b>MASRA/BADALAH (Theatre)</b>			

3.3.10	Procure and supply MSB Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 16-way 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
<b>Sky Guard</b>			
3.3.11	Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 16-way 32, 63, 100 A Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
3.3.12	Procure and supply MSB Main incomer 315/400 A Adjustable TMD, TP and SP, Outgoing 10-way 32, 40, 63 A, DB 8 way with incomer ELCB. Digital multimeter, ELR for HVAC MCCBs, indication lamps	Each	1
<b>TOTAL</b>			<b>14</b>

### 3.5 HVAC Unit Steel Base Stand and Supports:

3.5.1. For roof-mounted units, works shall include the removal all the steel base stands and supports associated with the old AC units with all connected accessories; and to replace with new base stands and necessary supports which shall match the requirements of the new AC units and accessories.

3.5.2. For platform mounted units, works shall include the cleaning, removing of rust/rust treatment, anti-corrosion surface treatment, repainting with new weather proof paint and modifying the existing platform to match the new units completed with all required accessories to make the new steel platform code compliant.

### 3.6 Repair and Modification of the Electrical Works:

3.6.1. Electrical Power. Removal of all the electrical power connection cables from the existing AC unit up to its dedicated isolator switch; and to Procure and supply new electrical power connection that will include the cables, conduits, trays and unit isolator switch.

3.6.2. Electrical Controls. Remove the existing electrical control (temperature control) wiring from the unit, its control wiring, and to include the room thermostat. To supply and install new electrical controls (temperature control) - a programmable room thermostat with duct mounted sensor - to match with the operation of the new AC unit which will include the wiring, conduits and a new duct mounted thermostat sensing element to be installed on the main return duct and room temperature controller to be located in its present location or as directed by the Contracting Officer (KO).

3.6.3 Electrical MSBs, Removal of main switchboards and its related accessories, and to supply new MSBs at mentioned building.

3.6.4 Electrical cables, exchanging of power cables between, isolator - DB and outgoing from new MSBs for new HVAC units by providing all related accessories.

### 3.7 HVAC Ducting and Duct Connection Accessories:

3.7.1. Replace exterior ducting connection and all related accessories of the existing dx and AHU. AC unit; and to Procure and supply new duct connection as required for the new AC unit installation.

3.7.2. Removal of the related duct accessories i.e. humidifier, smoke detectors, heaters, etc.

3.7.3. Procure and supply of duct and related accessories i.e. humidifier, smoke detectors, heaters, etc. required in the proper operation of the HVAC system.

### 3.8 Procure and supply new copper pipes connection from outdoor to indoor units for split units only:

Contractor have to Procure and supply copper pipes (copper tubing to ASTM Specifications B.88 Type “K”) connection between outdoor unit to indoor units with thermal insulation with canvas and foster for pipes exposed to atmosphere (outdoor piping).

### **3.9 Duct Cleaning and Inspection of Existing Ducting:**

To provide duct and diffusers cleaning for all existing internal ducting of the AC units being replaced. The Contractor shall photo and video document the condition of the existing ducting system before and after duct cleaning has been completed. The Contractor shall also take note of and include in his report any damage or issues regarding the existing ducting system and shall include this information in its inspection report.

### **3.10 Site Debris Collection and Disposal:**

To remove debris from the site; and to dispose as per Contracting Officer’s (KO) instructions in coordination with the base authorities. The Contractor shall maintain proper housekeeping at the site at all times.

### **3.11 Scope of Works Limitations:**

Note that this scope is limited to the works stated and does not include any repairs, modifications, or adjustments to the internal ducting, for all buildings.

## **4. Site Access, Visit, Inspection and Verification Works:**

These requirements are the criteria for the site visit, inspection and verification works portion of this scope:

**4.1. Site Access.** The Contractor shall be responsible for securing the necessary access in the performance of this requirement. The Contractor shall notify the KO of any issues with accessing the project site, including obtaining installation access, and shall coordinate with

KO in advance as necessary to secure site access. The Government shall have no responsibility for securing site access for the Contractor but may provide documentation or contact local authorities if requested by local authorities. The Contractor shall be responsible for completing all processes necessary to obtain the necessary access for material, labor and equipment so as not to affect the schedule and execution of the works.

**4.2. Site Visit.** It is the Contractor’s responsibility to visit the site as often as required in the execution of the works indicated in this scope.

**4.3. Site Inspection.** The Contractor shall do all the required site inspection and coordinate all the activities, findings, issues and other concerns arising from the site inspections that will affect the execution of the scope of works and are to be coordinated with the KO. The Contractor shall inspect the site, capture all relevant information and reflect the gathered information by submitting scaled shop drawings of the existing site conditions that are relevant to the installation. The inspection shall take into consideration all aspects of the required HVAC, electrical works to include the architectural, civil, mechanical and electrical works.

## **5. Removal and Disposal:**

These requirements are the criteria for the disposal and removal portion of this scope:

### **5.1. Removal Works**

**5.1.1. Removal Works.** The Contractor shall coordinate with the KO and all relevant authorities in ensuring the safe execution of the works indicated in this scope. This will include but not be limited to ensure that all safety and security procedures are observed and followed in all stages of the works; coordinating and install temporary fencing for the whole site, work area, and lay down areas; placing of safety signage and warning labels which are clearly visible; identifying and de-energizing the power supplies serving the existing AC units and their related accessories; providing sufficient advance notification to the KO and relevant authorities regarding the scheduled date of demolition; and proposing and executing a plan that will limit the disturbance to the day to day operation of the facility.

**5.1.2. Removal Works.** The Contractor shall remove the existing AC units, MSBs, and all the related items to including but not limited to the scope of work like; cladding; external (supply and return) ducting connections and related accessories (i.e. heaters, dampers, ducts, insulation, duct supports, fresh air intake assemblies, air filters, duct mounted smoke detectors, etc.); unit base stand and supports; condensate drain lines; flashing; and all items related to AC units and external duct connections. Electrical items related to the SOW (i.e. power supply isolators, room thermostats, conduits, wiring, cable trays, glands and etc.).

### **5.2 Disposal**



5.2.1. The Contractor shall coordinate with the KO regarding proper disposal of all debris from the Kuwait Air Defense Camp. The Contractor shall maintain a safe, clean and efficient work site.

5.2.2. The Contractor shall remove all debris, discarded equipment, and refuse from the Kuwait naval force Camp. The Contractor shall coordinate with the KO and all relevant authorities in the proper sorting/classifying of the materials; coordinate the approved methods of disposal for each of type of the sorted materials; and perform all works required for the proper disposal of the materials in compliance with all applicable codes and standards.

## **6. Specific Requirements:**

The following specific requirements are the criteria applicable to the execution and completion of the entire scope of work under the contract:

### **6.1 Mechanical:**

The Contractor shall execute the works in full compliance with all the provisions of all applicable international codes and standards (i.e. ASHRAE, SMACNA, NFPA, ASTM, etc.); and Kuwait Ministry Standards and Codes (MEW, MPW, MEP, KFD). Any conflict among applicable codes and standards must be brought to the attention of the Contracting Officer for resolution. The Contracting Officer shall be entitled to require that work comply with any and, if possible, all of the applicable codes and standards without any increase in the Contract price.

#### **6.1.1 HVAC Direct Expansion (DX) Package Unit.**

The standard HVAC dx package unit shall comply with the following requirements as a minimum:

6.1.1.1. Direct Expansion (dx) Package Units. The AC unit shall be either horizontal discharge or bottom discharge to be similar to the existing installation configuration. The unit must be of internationally reputed and approved make and must have an undisputed record of performance. Units shall be factory assembled, pre-charged, prewired and tested in accordance with ASHRAE 15 at the factory and be suitable for the working pressure of the installed system. Each unit shall consist of compressor(s), condenser, evaporator, expansion valve, filter drier, sight glass, interconnecting refrigerant pipe work and all other standard accessories and controls.

6.1.1.2. Refrigerants. The refrigerant to be used will be R410A or an approved alternative specifically approved by the KO. The AC unit will utilize refrigerants that shall have an Ozone Depletion Factor (ODF) of 0.05 or less. The ODF shall be in accordance with the "Montreal Protocol on Substances That Deplete the Ozone Layer," September 1987.

6.1.1.3. AC Unit Casing. The casing of the AC Unit shall be of weatherproof construction, suitable for outdoor installation, made of heavy gauge galvanized steel, baked enamel finish.

Top, bottom and sides of evaporator section shall be insulated with 25 mm thick, fiber glass or equivalent.

Evaporator of double skin construction is also acceptable. All panels shall be easily removable and all components must be easily accessible for servicing. Evaporator section shall have a suitable insulated drain pan and drain connections.

6.1.1.4. Compressor. Compressor shall be direct drive, semi-hermetic or hermetic reciprocating, or scroll type capable of operating at partial load conditions. Compressor shall be capable of continuous operation down to the lowest step of unloading as specified.

Compressors of 35 kW (10 tons) and larger shall be provided with capacity reduction devices to produce automatic capacity reduction of at least 50 percent. If standard with the manufacturer, two or more compressors may be used in lieu of a single compressor with unloading capabilities, in which case the compressors shall operate in sequence, and each compressor shall have an independent refrigeration circuit through the condenser and evaporator. Compressors shall start in the unloaded position. Each compressor shall be provided with vibration isolators, crankcase heater, thermal overloads, lubrication pump, high- and low-pressure safety cutoffs and protection against short cycling designed for continued operation to 52 degrees C (125 degrees F).

6.1.1.5. Integral Air Coils. Evaporator and condenser coils shall have copper tubes of 10mm (3/8 inch) minimum diameter with copper or aluminum fins that are mechanically bonded or soldered to the tubes. Maximum number of fins shall not exceed 14 per 25 mm. Coils shall be protected with a minimum 0.076 mm (3 mil) thick phenolic coating. Casing shall be galvanized steel or aluminum. Contact of dissimilar metals shall be avoided. Coils shall be tested in accordance with ASHRAE 15 at the factory and be suitable for the working pressure of the installed system. Each coil shall be dehydrated and sealed after testing and prior to evaluation and charging. Each unit shall be provided with a factory operating charge of refrigerant and oil. Separate expansion devices shall be provided for each compressor circuit.

6.1.1.6. Condenser. The Condenser fans shall be propeller type with aluminum or steel blades, direct driven, upward discharge, provided with protective screen mounted to the casing. Condenser fan motor shall have drip proof enclosure and with Class "E" rated insulation.

6.1.1.7. Evaporator. Evaporator coil face velocity shall not exceed 2.8 m/sec. Evaporator fans shall be forward curved design and sized to suit the system pressure. Evaporator fan motors shall be installed on an adjustable base and secured by a locking device. Fan drive shall be through adjustable pitch pulley. Fan shall be provided with seal and permanently lubricated ball or sleeve bearings, and the entire fan assembly shall be statically and dynamically balanced. The evaporator fan motor shall have a drip proof enclosure with a Class "A" insulation.

6.1.1.8. Refrigeration Circuit. Refrigerant containing components shall comply with ASHRAE 15 and be factory tested, cleaned, dehydrated, charged, and sealed. Refrigerant charging valves and connections, and pump-down valves shall be provided for each circuit.

Filter-drier shall be provided in each liquid line and be reversible-flow type. Refrigerant flow control devices shall be an adjustable superheat thermostatic expansion valve with external equalizer matched to coil, capillary or thermostatic control, and a pilot solenoid controlled, leak-tight, four-way refrigerant flow reversing valve.

6.1.1.9. Control Wiring and Protection Devices. The control voltage shall be 24 volts and the AC units being offered must feature the following minimum requirements of safety, interlocking and protection devices:

6.1.1.9.1. Safety electrical interlocking of evaporator fan motor with compressor / heaters operation and mechanical interlocking through an airflow switch, wherever duct heaters are provided.

6.1.1.9.2. Where multiple compressors are incorporated in the units their operation must be in sequence in accordance with return air temperature.

6.1.1.9.3. Manual reset and adjustable high pressure and adjustable automatic low-pressure cutout for compressor protection.

6.1.1.9.4. Manual reset and adjustable oil pressure differential cutout of 90 secs. / 120 secs.

Trip time rating for compressors of 25 HP and above.

6.1.1.9.5. Time guard circuit for preventing compressor rapid recycling preferably of adjustable range from 5 minutes to 15 minutes.

6.1.1.9.6. Time delay relay for sequence starting of multiple compressors system of minimum 15 sec. delay rating.

6.1.1.9.7. Separate single phasing preventer suitable for three phase, 415 volts, 50 Hz power supply to prevent the whole unit from single phasing with a response time rating of maximum 2.0 secs.

6.1.1.9.8. Inherent thermal protection for compressor motor winding, three phase evaporators fan and condenser fan, motor windings.

6.1.1.9.9. Inherent thermal protection or manual reset thermal or magnetic overloads for single-phase condenser and evaporator fan motors.

6.1.1.9.10. External overload with manual reset or MCCB of suitable rating for all 3 phases motors in addition to items stated previously.

6.1.1.9.11. The unit shall be controlled by a room thermostat equipped with duct-mounted sensor. The room thermostat shall be housed in a suitable perforated transparent casing with a lock.

6.1.1.10. Air Filter Plenums. Both types of air filter plenums shall be installed and arranged in straight bank or V arrangement depending on each particular location and space. Filter plenums shall be installed complete with their necessary filter box and access doors in the air intake ducts in such a way as to eliminate air leakage of by-pass and to be easily serviceable.

6.1.1.10.1. Return Air Filter Plenum. Return air filter plenum shall be an integral part of the unit, factory assembled. Plenum shall be suitable for accommodating 50 mm. thick metallic cleanable filters with a face velocity not exceeding 250 fpm. However, equal and approved field installed filter plenums are also acceptable.

6.1.1.10.2. Fresh Air Intake Assembly. The fresh air intake assembly shall consist of the outside air intake sand trap type louver, bird screen, outside air filters, and manual volume control dampers. Outside air filters shall be permanent heavy-duty metal cleanable type minimum 4" thickness. Filters shall be sized to perform their duty with a face velocity not more than 300 fpm.

6.1.1.10.3. AC Unit Base Stand. The Contractor shall procure and supply AC unit steel base stand as required for the installation requirements of the new AC units.

## **6.1.2 HVAC Direct Expansion (dx) Split System Units:**

The basic HVAC dx split unit shall comply with the following requirements as a minimum:

6.1.2.1. Direct Expansion (dx) Split Units. The unit must be of internationally reputed and approved make and must have an undisputed record of performance. Units shall be factory assembled, pre-charged, prewired and tested in accordance with ASHRAE 15 at the factory and be suitable for the working pressure of the installed system. Each unit shall consist of an evaporator / indoor / air handling unit and a matching remote air cooled condensing unit. Both the evaporator and condenser units shall be from the same manufacturer. A typical split AC unit shall consist of compressor(s), condenser, evaporator, expansion valve, filter drier, sight glass, interconnecting refrigerant pipe work and all other standard accessories and controls.

6.1.2.2. Refrigerants. The refrigerant to be used will be R410a or an approved alternative specifically approved by the KO. The AC unit will utilize refrigerants that shall have an Ozone Depletion Factor (ODF) of 0.05 or less. The ODF shall be in accordance with the "Montreal Protocol on Substances That Deplete the Ozone Layer," September 1987.

6.1.2.3. Evaporator Section. The evaporator section shall consist of an evaporator coil, fan, motor and drive, and expansion valve all factory assembled in one casing.

6.1.2.3.1. Unit Casing. The casing shall be constructed of heavy gauge galvanized sheet baked enamel finish. Top, bottom and sides of the evaporator units shall be insulated with 25mm thick fiber glass or equivalent. Double skin construction is also acceptable. All panels shall be easily removable and all components must be easily accessible for servicing.

6.1.2.3.2. Evaporator coil face velocity shall not exceed 2.8 m/sec.

6.1.2.3.3. Evaporator fans shall be forward curved design and sized to suit the system pressure.

6.1.2.3.4. Evaporator fan motors shall be installed on an adjustable base and secured by a locking device.

6.1.2.3.5. Fan drive shall be through adjustable pitch pulley.

6.1.2.3.6. Fan shall be provided with seal, permanently lubricated ball or sleeve bearings and the entire fan assembly shall be statically and dynamically balanced. The evaporator fan motor shall have a drip proof enclosure with a Class "A" insulation. The evaporator section shall have a suitable insulated drain pan and drain connections.

6.1.2.4. Condenser Section. The condenser section shall be air cooled, of weatherproof construction, suitable for outdoor installation, made of heavy gauge galvanized steel, baked enamel finish. The unit shall be complete with its own compressor(s), motors, fans, starters, relays and other standard accessories and controls.

6.1.2.4.1. The Condenser fans shall be propeller type with aluminum or steel blades, direct driven, upward discharge, provided with protective screen mounted to the casing.

6.1.2.4.2. Condenser fan motor shall have drip proof enclosure and with Class "E" rated insulation.

6.1.2.5. Compressor. Compressor shall be direct drive, semi-hermetic or hermetic reciprocating, or scroll type capable of operating at partial load conditions. Compressor shall be capable of continuous operation down to the lowest step of unloading as specified.

Compressors of 35 kW (10 tons) and larger shall be provided with capacity reduction devices to produce automatic capacity reduction of at least 50 percent. If standard with the manufacturer, two or more compressors may be used in lieu of a single compressor with unloading capabilities, in which case the compressors shall operate in sequence, and each compressor shall have an independent refrigeration circuit through the condenser and evaporator. Compressors shall start in the unloaded position. Each compressor shall be provided with vibration isolators, crankcase heater, thermal overloads, lubrication pump, high- and low-pressure safety cutoffs and protection against short cycling designed for continued operation to 52 degrees C (125 degrees F).

6.1.2.6. Integral Air Coils. Evaporator and condenser coils shall have copper tubes of 10 mm (3/8 inch) minimum diameter with copper or aluminum fins that are mechanically bonded or soldered to the tubes. Maximum number of fins shall not exceed 14 per 25 mm.

6.1.2.6.1 Coils shall be protected with a minimum 0.076 mm (3 mil) thick phenolic coating. Casing shall be galvanized steel or aluminum. Contact of dissimilar metals shall be avoided. Coils shall be tested in accordance with ASHRAE 15 at the factory and be suitable for the working pressure of the installed system. Each coil shall be dehydrated and sealed after testing and prior to evaluation and charging. Each unit shall be provided with a factory operating charge of refrigerant and oil. Separate expansion devices shall be provided for each compressor circuit.

6.1.2.7. Refrigeration Circuit. Refrigerant containing components shall comply with ASHRAE 15 and be factory tested, cleaned, dehydrated, charged, and sealed. Refrigerant charging valves and connections, and pump-down valves shall be provided for each circuit.

6.1.2.7.1. Filter-drier shall be provided in each liquid line and be reversible-flow type. Refrigerant flow control devices shall be an adjustable superheat thermostatic expansion valves with external equalizer matched to coil, capillary or thermostatic control, and a pilot solenoid controlled, leak-tight, four-way refrigerant flow reversing valve.

6.1.2.7.2. Refrigerant piping assembled at site shall consist of copper tubing to ASTM Specifications B.88 Type "K" hard drawn and soldered joints. Fittings shall be of wrought copper or fine cast brass. Where required for gauges etc., tubing not larger than 10 mm diameter may be of type "K" soft annealed with flared tube or double ferrule compression fittings suitable for high pressure. Flux and solder as recommended by the manufacturers of tubing and fittings only shall be used during installation.

6.1.2.7.3. Refrigerant piping shall be installed to ensure continuous and automatic return of oil to the compressor. Gauges etc., supported directly on piping shall be properly levelled.

6.1.2.7.4. Refrigerant stop valves shall be back seating, key operated, seal cap type. Valves which are in constant use shall have hand wheels and shall be packless type. Valves connected in copper tubing shall have solder type ends or flanged ends and soldered flanged adaptors. Accessories for field assembled systems like oil separators, liquid receivers, heat exchangers, expansion valves, etc. shall be installed as per manufacturer's recommendations and specifications.

6.1.2.7.5. Replacement core type filter drier with by-pass valves and liquid sight glass shall be provided. Pump down system shall be provided for each unit.

6.1.2.8. Control Wiring and Protection Devices. The control voltage shall be 24 volts and the AC units being offered must feature the following minimum requirements of safety, interlocking and protection devices:

6.1.2.8.1. Safety electrical interlocking of evaporator fan motor with compressor / heaters operation and mechanical interlocking through an air flow switch, wherever duct heaters are provided.

6.1.2.8.2. Where multiple compressors are incorporated in the units their operation.

6.1.2.8.3. Manual reset and adjustable high pressure and adjustable automatic low pressure cutout for compressor protection.

6.1.2.8.4. Manual reset and adjustable oil pressure differential cutout of 90 secs. / 120 secs.

Trip time rating for compressors of 25 HP and above.

6.1.2.8.5. Time guard circuit for preventing compressor rapid recycling preferably of adjustable range from 5 minutes to 15 minutes.

6.1.2.8.6. Time delay relay for sequence starting of multiple compressors system of minimum 15 sec. delay rating.

6.1.2.8.7. Separate single phasing preventer suitable for three phase, 415 volts, 50 Hz power supply to prevent the whole unit from single phasing with a response time rating of maximum 2.0 secs.

6.1.2.8.8. Inherent thermal protection for compressor motor winding, three phase evaporator fan and condenser fan, motor windings.

6.1.2.8.9. Inherent thermal protection or manually reset thermal or magnetic overloads for single phase condenser and evaporator fan motors.

6.1.2.8.10. External overload with manual reset or MCCB of suitable rating for all 3 phases motors in addition to items stated previously.

6.1.2.8.11. The unit shall be controlled by a room thermostat equipped with duct mounted sensor. The room thermostat shall be housed in a suitable perforated transparent casing with a lock.

6.1.2.9. Air Filter Plenums. Both type of air filter plenums shall be installed and arranged in straight bank or V arrangement depending on each particular location and space. Filter plenums shall be installed complete with their necessary filter boxes and access doors in the air intake ducts in such a way as to eliminate air leakage of by-pass and to be easily serviceable. The types of filters are as follows:

6.1.2.9.1. Return Air Filter Plenum. Return air filter plenum shall be an integral part of the unit, factory assembled. Plenum shall be suitable for accommodating 50 mm. thick metallic cleanable filters with a face velocity not exceeding 250 fpm. However, equal and approved field installed filter plenums are also acceptable.

6.1.2.9.2. Fresh Air Intake Assembly. The fresh air intake assembly shall consist of the outside air intake sand trap type louver, bird screen, outside air filters, and manual volume control dampers. Outside air filters shall be permanent heavy-duty metal cleanable type minimum 4" thickness. Filters shall be sized to perform their duty with a face velocity not more than 300 fpm.

6.1.2.10. AC Unit Base Stand. The Contractor shall procure and supply AC unit steel base stand as required for the installation requirements of the new replacement AC units.

### **6.1.3 Thermal Insulation:**

Thermal insulation shall be of an approved material with thermal conductivity not higher than 0.042 W/m deg C (0.29Btuh/hr. ft. sq. deg F inch) measured at an average temperature of 56 deg C (100 deg F.) The thermal

insulation shall be non-corrosive to the metal, water repellant, fire retardant, and non-sustenance to vermin and easily cut and fitted to shape during application.

6.1.3.1. The insulation shall be provided with an approved fire-retardant vapor barrier jacket to prevent moisture penetration to the insulation. Vapor barrier shall also be applied to all joints and edges.

6.1.3.2. The insulation shall be fixed onto the material surface by means of an approved adhesive compound that has no corrosive effect on the metal and thoroughly applied to the metal surface and insulation.

6.1.3.3. The insulation finishing shall be carried out by skilled labor, and before thermal insulation is applied, all metal surfaces shall be thoroughly cleaned and treated with an approved corrosion inhibitor.

6.1.3.4. Insulation shall be applied in such a manner that air circulation within the insulation or between the insulation and pipe, duct, or equipment is completely prevented.

Pipe insulation shall fit snugly on the pipe and duct insulation shall be adhered to the duct surface with special adhesive.

6.1.3.5. All insulation joints shall be firmly butted together, made absolutely tight and finished smooth. Vapor barrier jackets shall have 50 mm minimum overlaps. Longitudinal overlaps on exposed work shall be made towards ceiling or wall.

6.1.3.6. All insulation joints shall be made continuous through sleeves, openings and pipe hangers. The hanger shall be of size to fit around the insulation and jacketing.

6.1.3.7. Insulation shall be applied in such a manner as to permit expansion and contraction of the material without causing damage to the insulation or surface finish.

6.1.3.8. Openings made in the insulation shall be provided with metal frames to protect the edges of the insulation, and vapor sealed.

#### **6.1.4 Ducting System and Accessories:**

The Contractor shall procure and supply new ducting as indicated in this SOW. the ductwork shall comply with the following requirements:

6.1.4.1. Duct Mounted Smoke Detectors. The Contractor shall procure and supply a standalone duct mounted smoke detector system. The works shall include but not be limited to the following:

6.1.4.1.1. Procure and supply of standalone duct mounted smoke detectors in both the main supply and return air ducting.

6.1.4.1.2. The system shall be a standalone and as such will have its own horn and strobe, conduits, wiring and all accessories required to make the system fully operational.

6.1.4.1.3. Provision shall be made to preserve the option for connecting all smoke detectors to the building fire alarm panel.

#### **6.1.5 Duct fabrication and installation works:**

All aspects of metal ductwork, including all fittings and components, shall comply with ASHRAE and SMACNA HVAC Duct Construction Standards unless otherwise specified.

6.1.5.1. Duct Elbows. Duct elbows shall be radius type with a centerline radius of 1.5 times the width or diameter of the duct where space permits. Otherwise, elbows having a minimum radius equal to the width or diameter of the duct or square elbows with factory fabricated turning vanes may be used.

6.1.5. 2. Ducting Material. All ducting shall be made of steel sheet to ASTM A525, lock forming quality, having zinc coating of (1.25 Oz. per square ft.) 275 g/sq. mtr. as minimum for both sides in conformance with ASTM A90 and of tensile strength in the range of 28-33 tons per square inch.

6.1.5.3. Duct Insulation.

Thermal insulation shall be made of fiberglass or equivalent material with reinforced aluminum foil external coating, factory applied with resin bonded internal layer to give flat and resilient surface. The insulation for all duct work exposed to outside and those in plant rooms shall be rigid slab type, and for the remaining duct work flexible blanket type shall be used. The density of the insulation shall be minimum 24 kg/cubic meter for flexible blanket type and 48 kg/cubic meter for rigid slab type and thickness shall be as below:

6.1.5.3.1. Supply air duct in non-air conditioned areas --- 50 mm

6.1.5. 3.2. Supply air duct in air conditioned areas --- 25 mm

6.1.5. 3.3. Return air duct in non-air conditioned areas --- 25 mm

6.1.5. 3.4. Return air duct in air conditioned areas --- 25 mm

6.1.5. 3.5. Fresh air duct in air conditioned areas --- 25 mm

6.1.5. 3.6. Supply and return air ducts exposed to outside ambient temp. --- 75 mm

Insulation shall be secured to duct work with 50 mm x 50 mm G.I. sheet metal strips of 22 gauge fixed to corners and tightened with wire at 150 mm intervals. The strips may be suitably grooved to take the wire fasteners. Transverse duct connections such as pocket joints and flanges shall be additionally insulated with 100 mm wide, 25mm thick insulation and covered with 200 mm wide, 8 oz. canvass equally overlapped on either side and finally coated with 2 coats of approved paint. All duct work exposed to view shall be finished with 227 gm. Canvass finished with 2 coats of fire retardant and water proof paint. All ducts exposed to weather shall be provided with 24 Gauge U.S aluminum cladding.

#### **6.1.6 HVAC Duct and Air Diffusers Cleaning:**

The Contractor shall perform cleaning of the existing ducting and air diffusers. The works shall include but not be limited to the following:

6.1.6.1. Site Preparation Works. The Contractor shall do all required preparation and coordination prior to cleaning the ducts and diffusers.

6.1.6.2. Use of Specialized Duct Cleaning Personnel and Equipment. The Contractor shall utilize the services of professionals specialized in the execution of duct cleaning services.

6.1.6.3. Photo and Video Documentation. The Contractor shall submit to the COR the photo and video documentation of the existing conditions of the ducting prior to and after duct cleaning. The photo and video documentation shall be prepared and submitted in a format that can be replayed using normal and non-proprietary software for play back and review. All the photo and video documentation shall be saved on readable CD's and forwarded to the KO within the same day when the photos and video were taken. Duct cleaning shall not proceed without documenting the existing duct conditions.

#### **6.1.7 HVAC Unit Base Support:**

The Contractor shall modify, Procure and supply appropriate base stands to support and install the new AC units. All AC units shall be mounted on appropriate vibration isolators supported by AC base support. The works shall include but not be limited to the following:

6.1.7.1. Determination of Using the Existing AC Unit Supports. The Contractor shall conduct field verification, inspection and coordination of the existing support structure of the HVAC unit. The Contractor shall submit the inspection report to the KO noting down any issues and concerns relating to the capability of the existing structure to support the new AC unit and capability of the roof or structural members to support the load. The KO shall coordinate with all stake holders and make the determination of whether using the existing AC support structure can be utilized with minor repairs or not. The government through the KO can also make the determination to modify the contract to include all the works required (i.e. reinforce, modify, provide new support structure, shifting of the whole support structure) to provide adequate support for the new AC unit and comply with the installation requirements (i.e. duct installation, duct mounted smoke detectors, duct mounted heaters, etc.).

6.1.7.2. Existing Concrete Pedestals (as applicable). When it is determined, that using the existing concrete pedestals is acceptable, the Contractor shall make minor repairs to areas which will include concrete plaster spalling, paint flaking, flashing, compromised water proofing, uneven surface level, etc. The Contractor shall not modify or add to the existing concrete pedestals without prior approval from the KO. The Contractor shall closely coordinate with and demonstrate existing conditions and its proposed solutions to the Government by submitting a method statement and drawings on how the repair works are to be done for each concrete pedestal that requires repair.

6.1.7.3. Existing Elevated AC Unit Steel Stands (as applicable). When it is determined, that using the existing elevated steel stands is acceptable; the Contractor shall make minor repairs that will include repairs for concrete plaster spalling of the concrete footing, removal and repainting of steel structure, flaking, flashing, uneven leveling, etc. The Contractor shall submit a proposal as to how to modify the existing steel stand to match the new AC unit in each case in which the existing steel stand is suitable for use with the new AC unit. The Contractor shall not modify or add to the existing elevated steel stands without prior approval from the KO. The Contractor shall closely coordinate and demonstrate existing conditions and its proposed solutions to the Government by submitting a method statement and drawings on how the repair works are to be done for each steel stand that requires repair and/or modification.

6.1.7.4. Non-Elevated AC Unit Steel Base Stands. The Contractor shall Procure and supply a new steel stand to provide a full perimeter base support for the new AC unit. The Contractor shall take into consideration the load points and follow manufacturer's recommendations to properly support each new AC unit.

6.1.7.4. 1. For existing non-elevated steel stands, the Contractor shall remove and replace with new steel base stands to match the support requirements of the new AC units.

6.1.7.4. 1. For AC units placed directly on concrete pedestals, the Contractor shall procure and supply a full perimeter steel base stands to match the support requirements of the new AC units to be placed directly on top of the existing concrete pedestals and properly levelled.

6.1.7.4. 2. For each AC unit placed directly on the roof, the contractor shall Procure and supply a full perimeter base stand with a minimum clear height of 30 cm above finished floor level and match the support requirements of the new AC units.

## **6.2 Electrical Specifications:**

**6.2.1 Electrical (Power Supply) Works Related to New HVACs.** The Contractor shall provide all electrical (power supply) works as required to provide power to the HVAC unit and as specified in the SOW. The works shall include but not be limited to the following:

6.2.1.1. Extent of Works. The electrical works shall include all works and materials which start from the new AC unit to its dedicated DB/Isolator (cables, cable tray, accessories and etc.).

6.2.1.2. Electrical (Power Supply) Works Included in this Scope. The Contractor shall Procure and supply a new isolator panel complete with all the electrical power cables and conduits to be dedicated for each of the AC units and connected accessories (i.e. duct mounted heaters, etc.). The installation shall include all works, material, and labor to ensure that the electrical power for the AC units is safe, operational and code compliant.

6.2.1.3. Electrical (Power Supply) Works Included in this Scope. The Contractor shall Procure and supply new power cables from HVAC DB or isolator to new MSBs with all required sleeves, trays, accessories and civil works in order to keep HVAC system in safe mode.

6.2.1.4. Site Verification, Investigation and Preparing of the Report. The Contractor shall conduct site verification and testing in order to determine the present status of the electrical power dedicated to each AC unit.

6.2.1.5. All power cables shall be armored cross linked polyethylene cables (CU/XLPE/SWA/PVC), branch DBs IP54 according to IEC 61439.

### **6.2.2.1 Electrical (Controls) Works Related to HVAC.**

The Contractor shall include all electrical (Controls) works as required to make the HVAC unit fully functional and as specified in this scope. The works shall include but not be limited to the following:

6.2.2.1.1 Removal of the Existing Temperature Control System. The Contractor shall remove and replace the existing electrical temperature control system of each existing AC unit. This works shall include the room thermostat, wiring, conduits, etc.

6.2.2.1.2 Procure and supply of a new Temperature Control System. The Contractor shall Procure and supply a new and compatible electrical temperature control system that will include a room thermostat controller where the sensing element is to be mounted inside the main return air duct (duct mounted sensor); wiring; lockable / anti-tampering clear cover enclosure for the room thermostat controller; and all other items required to make the system safe, fully operational, and code compliant.

6.2.2.1.3 Programmable Thermostat Procure and supply. The Contractor shall supply and install a programmable thermostat which shall have a combined cooling and heating programmable (full seven-days program capability with 2 occupied and 2 unoccupied heating and cooling periods per day) thermostat with large back light display (LCD) screen and screen lock. Separately programmable weekday and weekend schedules must be provided for, and the thermostat must display both room temperature and temperature setting. Built-in compressor protection. Set point range heating and cooling 60 deg. F to 90 deg. F. or wider range with differential of 2 deg. F. The thermostat must meet the Energy Star guidelines for energy efficiency.

### **6.2.3 Electrical Power Supply System (MSBs) at Individual Buildings.**

The Contractor shall provide main switch boards (MSBs) mentioned at SOW, as required to provide electrical power to HVACs, other loads at specific buildings. The works shall include but not be limited to the following:

6.2.3.1 The Contractor will coordinate with Kuwait Air Defense Camp prior to switching of MSBs, outgoing breakers at MLTP panels before dismantling of MSBs.

6.2.3.2 Disconnect main incomer and outgoing cables, accessories at MSBs.

6.2.3.3 Dismantling of the existing MSBs at buildings mentioned in SOW.

6.2.3.4 Provide new fourteen (14 NOS) MSBs between (cellular fixed or cabinet) types, floor stand with main incomer (MCCB) and outgoing TP MCCBs and SP breakers as per requirements.

6.2.3.5 All MSBs should be support by CTs at main busbar.

6.2.3.6 MSBs shall be provided with TMD MCCBs.

- 6.2.3.7 MSBs shall be provided with digital multimeter and indication lamps.
- 6.2.3.8 MSBs shall be provided with ELR for critical outgoing loads like (HVAC, motors, etc.).
- 6.2.3.9 MSBs shall be provided with spare outgoing MCCBs TP or SP according to site requirement.
- 6.2.3.10 MSBs shall be provided with steel stand according to the dimensions of new panels.
- 6.2.3.11 Scope of work includes all civil works required to implement new MSBs.
- 6.2.3.12 Termination of all power cables by checking its situation by continuity, short circuit and insulation tests.
- 6.2.3.13 All MSBs to be manufactured according to the specification and regulation of MEW and IEC 61439.
- 6.2.3.14 Busbars, MCCBs, metering and all materials should be according to the specification and regulation of MEW and approved codes.
- 6.2.3.15 Cable glands, PVC pipes, GI pipes should be approved and to be according to the specification and regulation of US ARCENT and MEW.
- 6.2.3.16 Cable trays should be perforated type with return flag, hot dip galvanized after fabrication according to BS ISO 1461 with 1.5 mm thickness.
- 6.2.3.17 Enclosure of MSBs will be determine according to its location, for indoor MSB IP42, for outdoor MSB IP54 according to the specification and regulation of MEW.
- 6.2.3.18 Power cables will be exchanged between new MSB and new HVAC as mentioned in related electrical works for new HVACs.
- 6.2.3.19 Remaining, existing power cables are to be terminated at new MSBs.
- 6.2.3.20 New power cables should be according to the specifications and regulation of MEW 600/1000V, copper armored cross linked polyethylene (4 core CU/XLPE/SWA/PVC), insulated applicable with Kuwait atmosphere.
- 6.2.3.17 Earthing system branches should be copper flat tape conductor 25\*3mm bare tape with copper accessories for fixation.
- 6.2.3.18 Reserved
- 6.2.3.19 According to the capacity and full load ampere of each new HVAC unit new power cables between MSBs and new HVAC as per statement mentioned above.
  - 4CX35 mm<sup>2</sup> CU/XLPE/SWA/PVC
  - 4CX50 mm<sup>2</sup> CU/XLPE/SWA/PVC
  - 4CX70 mm<sup>2</sup> CU/XLPE/SWA/PVC
  - 4CX95 mm<sup>2</sup> CU/XLPE/SWA/PVC

## 7. Field Verification

Contractor is responsible for field verifying all existing conditions and dimensions prior to order placement. The Contractor is responsible for reporting any issues to the KO.

- 7.1. The Contractor shall closely coordinate and submit to the KO all field verified information and generate scaled drawings reflecting the existing site conditions.
- 7.2. The Contractor's field verifiable information shall include but not be limited to the following:
  - 7.2.1. Existing HVAC units (including all existing installed accessories) which are to be removed and replaced.
  - 7.2.2. Existing unit foundations and base stand supports.
  - 7.2.3. Existing Ducting, Ducting Accessories and Cladding.
  - 7.2.4. HVAC related electrical utilities including power and control
  - 7.2.5. Interlocks with fire alarms or any existing control panels (as applicable)
  - 7.2.6. Wall penetrations of the HVAC system
  - 7.2.7 Existing main switch boards MSBs which are to be removed and replaced.
  - 7.2.8. Provision for staging and storage areas
  - 7.2.9. Disposal areas of debris and discarded HVAC equipment and accessories.
  - 7.2.10. Electrical power supply suitability, condition and availability
  - 7.2.11. Compatibility of the site to the new proposed AC units
  - 7.2.12. Condition and suitability of the cables to be re-used for the installation of the AC units and its accessories
  - 7.2.13. Access to and from the site.
  - 7.2.14. All other relevant information as required in the proper execution of the works.

## 8. Testing

### 8.1. Mechanical Test.

The Contractor shall conduct and submit reports of the following mechanical tests. The Contractor shall be responsible for coordinating all aspects of testing. The tests shall be performed by a specialist qualified and certified



in the commissioning of HVAC systems or a manufacturer representative. Only calibrated instruments having valid certifications shall be used in testing. The works will include but not be limited to the following:

- 8.1.1. New AC Unit Testing and Commissioning.
- 8.1.2. Air Flow Performance Tests (Supply, Return, Fresh Air).
- 8.1.3. External Static Pressure Performance Tests.
- 8.1.4. Air Balancing at the Main Supply Air Duct, Return Air Duct and Fresh Air Intake.

## **8.2. Electrical Tests.**

The Contractor shall conduct and submit reports for the following electrical tests as part of this scope. The Contractor shall be responsible for coordinating all aspects of testing. The tests shall include:

- 8.2.1. Testing of the Existing electrical Systems for the AC unit.
- 8.2.2. Testing new power cables by
  - Continuity test
  - Insulation test
- 8.2.3 Testing new MSBs (incomer, outgoing), MCCBs and control devices.

## **9. Warranty**

9.1 Contractor shall provide a five (5) year warranty on each compressor for PACU, SACU, provided and the 1 year's full warranty for each HVAC unit, MSBs, and all associated items. If any compressor ceases to operate or loses efficiency during its five-year warranty period, it shall be repaired so as to achieve full functionality according to the manufacturer's recommended repair procedures using original equipment manufacturer parts, or, alternatively, the compressor unit may be replaced with a functionally equivalent or superior unit that is compatible with rest of the system of which it is a part.

9.2. During the warranty period, the Contractor shall conduct inspections of the functionality of the units and facilities and provide reports to the Program Manager within five (5) calendar days of each inspection. Inspections shall occur quarterly during the warranty period and be coordinated through the COR. The Contractor shall obtain and keep safe all required documentation for claims under the manufacturers' warranties on all equipment incorporated into the work and shall deliver all such documentation to the COR within 10 days after completion of the work.

## **10. Reports**

10.1 The Contractor shall provide initial assessment reports of all locations within 10 calendars days of performing inspections. Progress reports must be provided on the status of the procurement of long lead items monthly. A final inspection report after completion of all required work associated with this requirement must be provided within 10 calendar days prior to contract completion.

## **11. COMMUNICATION REQUIREMENTS**

11.1 All Contractor-to-Government communications shall be in English. All supporting documents written in other languages shall be translated by the Contractor into English.

The Contractor shall arrange for electronic communication and exchange of information compatible with the existing US Government computer systems in Kuwait via its computer hardware and software systems. As a minimum, the Contractor shall be capable of transmitting and receiving messages and using software programs via the Internet. Appropriate security measures will be established and utilized to ensure the safeguarding of proprietary and Government information. The US Government will establish these requirements.

## **12. REQUIREMENTS AND STANDARDS**

12.1 Any conflict between standard manuals and specific instructions furnished or required by the Contract shall be brought to the immediate attention of the COR for resolution. As a general rule, the instructions contained within the Contract shall govern. Host Nation codes, regulations, and standards shall apply.

## **13. MANUALS AND INSTRUCTIONS**

13.1 Three (3 ea.) Copies of Manuals and Instructions for all equipment provided under this contract shall be provided to the contracting officer's representative.

#### **14. SPECIFICATIONS**

14.1 In some instances, where there are no guide specifications available for use, the Contractor may be required to develop the specifications accordingly. The guide specifications shall be carefully tailored and supplemented as required to specify all requirements for repair and upgrade project. In adapting the guide specification to a specific project, modifications will be held to the minimum necessary to provide for local conditions, special requirements, and new developments and improvements in design or installation techniques.

#### **15. CONTRACTOR FURNISHED COMPUTERIZED MANAGEMENT SYSTEM – Reserved**

#### **16. SCHEDULE**

16.1 Prepare a bar chart schedule for the project to indicate milestones and confirm the estimated duration. Durations shall be in calendar days. The schedule will be reflective of the assumptions made for durations and sequencing of work

#### **17. COORDINATION AND EXECUTION OF WORK**

17.1 During the prosecution of the work under the contract, the Contractor shall maintain close liaison with the USACE COR who will be identified to the Contractor by letter. Coordination of routine technical matters with TAM's personnel will be accomplished through the COR. The COR authorities are outlined in the designation letter to be sent after contract award.

#### **18. IDENTIFICATION OF EMPLOYEES**

18.1 The Contractor shall be responsible for furnishing to each employee engaged in the work such identification (ID) as may be approved and directed by the Contracting Officer. The Contractor will provide such ID to its employees. All prescribed identification shall immediately be delivered to the Contracting Officer or a duly authorized representative for cancellation upon release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. It is the Contractor's responsibility to contact the Contracting Officer to enquire if fingerprints are required.

#### **19. CONTRACTOR PROVIDED SERVICES**

19.1 The Contractor shall be responsible for obtaining all clearances, visas, immunization, and travel arrangements etc. necessary for its employees to enter the project site and perform work in Kuwait.

#### **20. ACCIDENT PREVENTION**

20.1 The Contractor shall comply with all applicable Kuwaiti laws and regulations and all applicable provisions of the current U.S. Army Corps of Engineers Health Requirements Manual, EM 385-1-1, Manuals can be downloaded from the following web site:

[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-11](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-11).

20.2 An Accident Prevention Plan (APP) shall be prepared to preclude potential accident/incidents on the job. The Contractor shall prepare and submit to the Contracting Officer the APP 15 days after award and shall identify potential hazards found on the job. This shall include an Activity Hazards Analysis (AHA) applicable to the work covered by the plan.

20.3 An AHA is a tool designed to identify and mitigate hazards associated with the work. This may include situations experienced in previous project operations or incidents where a new work crew or subcontractor is

required to perform specialty work. EM 385-1-1, "Safety and Health Requirements Manual", provides the form's suggested format.

20.4 It is the Contractor's responsibility to ensure that its personnel comply with requirements of EM-385-1-1 and the APP. Failure to meet this responsibility will result in various actions as directed by the Contracting Officer including, but not limited to, removal of offending Contractor personnel, work stoppage and contract termination.

## **21. CONTRACTOR LIAISON WITH HOST NATION**

21.1 All communication by the Contractor with officials, representatives/and or offices of the Government of Kuwait in all matters pertaining to the work to be accomplished under this contract shall be through and in full liaison with Contracting Officer and/or the specified Contracting Officer Representatives.

### **Point Of Contact In Kuwait**

Name: Renet W. Murad

Phone: 540-665-6345

Cell (KW): +965 9876 8904

Email: [renet.w.murad@usace.army.mil](mailto:renet.w.murad@usace.army.mil)

## **22. COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOM**

22.1 The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel and the types and amounts of equipment, dates and lengths of time such is personnel and equipment are required at the site, and the purpose for each person and piece of equipment entering the host country when applicable. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damage shall be caused, except through normal usage, without concurrence of the Host Government.

22.2 Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

a. Official language and type of accounts required to satisfy the officials of the Local Government.

b. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.

c. Passports, health and immunization certificates, and quarantine clearance.

d. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.

e. Customs waiver requests should be resubmitted by the Contractor at least 45 days in advance of anticipated expiration.

f. Shipment of goods and equipment into the country should be planned by the Contractor such that delays due to Ramadan and local holidays may be avoided.

g. Strikes, demonstrations and work stoppage.

h. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.

j. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.

k. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.

l. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.

m. Compliance with workmen's compensation laws and contributions into such funds as may be required by Host Nation regulations and the provision of necessary medical services for Contractor employees.

n. Sales within the Host Country of Contractor-owned materials, and equipment.

o. Special licenses for physicians, mechanics, tradesmen, drivers, etc.

p. Identification and/or registration with local police of imported personnel.

q. Stamp tax on documents, payments and payrolls.

r. Base passes for permanent staff, day laborers, motor vehicles, etc.

s. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

22.3 Establishing a Local Office: It shall be the Contractor's sole responsibility to investigate all requirements for and to obtain a commercial license to operate and perform work in the Country of Kuwait.

## **23. DUTIES, TAXES, AND LICENSE FEES**

23.1 All materials, equipment and supplies that are for use and/or incorporation into the project are exempt from Host Nation import and export duties, taxes, licenses, imposts and any other identifiable charges. The Contractor will maintain an inventory control and accounting to reflect the usage and disposition of all U.S. Government and /or Contractor-owned property that has entered the country duty free. The Contractor warrants its price for this contract is exclusive of any such charges.

23.2 If after the date of this contract and except for the provisions of paragraph c. below, the Contractor is required by the Host Government to pay any such taxes, duties, or license fees paid directly to the Host Government on materials, equipment, and supplies for use and/or incorporation into this project, it shall notify the Contracting Officer in writing. Upon satisfactory proof of the payment of such duties, taxes, or license fees, the Contractor will be reimbursed for the amount of payment therefore if, and only if, the contractor has met the requirements set forth in FAR 52.229-6. Further, taxes must be paid per FAR 31.205-41(2) in order for them to be reimbursable.

23.3 Contractor owned or controlled material, equipment and supplies sold or disposed of by the Contractor may be subject to the imposition of local duties and within the Host Country taxes. No reimbursement will be made under this clause for such transactions.

23.4 23.4 Nothing in Paragraph 23 or Paragraph 24 affects taxation by the Government of the United States. Thus, for example, unless the contractor duly certifies that an exception applies, the contractor should expect to be liable for the tax, and subject to the withholding, addressed in FAR 52.229-12 if applicable."

**24. HOST COUNTRY TAXES AND FEES:**

24.1. The Government of Kuwait, its agencies, and political subdivisions should levy no taxes or fees on the Contractor or any of its subcontractors on any materials imported into the country of Kuwait for purposes of the execution of this project. This tax exclusion does not apply to the Government of Kuwait taxes levied on the purchase of personal household goods, supplies or personal effects or automobiles in Kuwait by the employees of the Contractor or employees of its subcontractors.

24.2. If, notwithstanding the above, taxes, duties or similar charges are imposed by the Government of Kuwait, under the excepted circumstances described above, the costs thereby incurred by the Contractor shall be reimbursed in the amount of payment therefore, provided that the Contractor complied with all requirements to avail itself of the exemption described in the paragraph above.

**25. REQUIRED INSURANCE**

25.1 The Contractor shall procure and maintain, during the entire period of its performance under this contract, the insurance required by FAR 52.228-3, Workmen's Compensation Insurance (Defense Base Act).

25.2 The Contractor shall submit a copy of its insurance documents to the Contracting Officer within 10 calendar days after contract award. Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed, in no event less than 30 calendar days after written notice thereof to the Contracting Officer.

**26. SAFEGUARDING OF INFORMATION**

26.1 The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, vehicles, and explosives. Knowledge of this nature is considered restricted security information. This information shall be protected and safeguarded against disclosure to any unauthorized person or party and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is extended to dependents and guests of employees, who may, in any manner, obtain knowledge of the Host Government military capacity or any information regarded as confidential by its owner.

**27. SUBMISSION OF MONTHLY INVOICE (Reserved, see Invoice Addendum)****28. CONTRACTOR QUALITY CONTROL**

28.1 The Contractor shall provide its own Quality Control system to ensure that the terms and conditions of the contract are met. The Quality Control system shall be overseen by the in-country representative and must result in quality work to be successful.

28.2 The Contractor shall prepare and submit to the Contracting Officer a Quality Control Plan outlining its approach, which will ensure that quality work is obtained on a daily basis. This plan shall be submitted to the Contracting Officer within 10 calendar days after award.

**29. CONTRACTOR'S DATA SUBMITTAL SCHEDULE**

29.1 In the event data submittals are rejected and returned to the Contractor for correction and resubmission, the Contractor shall submit acceptable data to the Government within 10 calendar days after receipt of initial rejection. All costs for resubmission of disapproved submittals shall be borne by the Contractor.

29.2 The required submittal(s) shall be forwarded in the designated number of copies at the times listed on the Submittal Schedule below. Note: All times listed in the Submittal Schedule are CALENDAR DAYS. All submittals should be submitted electronically to the COR, Project Manager, Contract Specialist, and Contracting Officer at the email addresses listed in paragraph 26 above.

**THE ITEMS LISTED BELOW REQUIRE SUBMITTAL APPROVAL BY THE CONTRACTING OFFICER OR HIS AUTHORIZED REPRESENTATIVE**

**REQUIRED SUBMITTAL SCHEDULE**

<b>Report Name</b>	<b>Frequency</b>
Defense Base Act Insurance (DBA) Documents (Certificate and paid invoice from insurance company)	Within 10 Calendar days after the award
Accident Prevention Plan	15 Calendar Days
Quality Control Plan and Performance Plan	10 Calendar Days
Project Review Meeting Minutes	As Required after each meeting
Initial Site Survey	Within 10 days of survey completion
Monthly Accident/Incident/Exposure Summary Report Monthly Accident/Incident/Exposure Report showing hours worked (cumulative) and lost-time accidents	Each month

**END OF STATEMENT OF WORK**

INVOICE ADDENDUM

**MAIL INVOICE: (PLEASE REFERENCE COMPLETE CONTRACT NUMBER ON THE PACKING SLIP AND THE INVOICE)**

U.S. ARMY CORPS OF ENGINEERS  
TRANSATLANTIC MIDDLE EAST DISTRICT  
ATTN: Joe L. Libbey and Diane E. deLathouder  
P.O. BOX 2250  
WINCHESTER, VA 22604-1450

In accordance with FAR 52.212-4, Contract Terms and Conditions- Commercial Items (January 2017),

*Invoice.* (1) The Contractor shall submit an original electronic invoice to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**INVOICES SHALL BE SENT VIA EMAIL TO USACE TAM POINTS OF CONTACT LISTED BELOW:**

The Contractor shall submit invoices, Government Bill of Lading, DD250 Material Inspection and Receiving Report, and Certificate of Conformance to the Contracting Officer, Contract Specialist and Project Manager at:

Contracting Officer:

Joe L. Libbey  
Email: [Joe.L.Libbey@usace.army.mil](mailto:Joe.L.Libbey@usace.army.mil)

Contract Specialist:

Diane E. deLathouder  
Email: [Diane.E.deLathouder@usace.army.mil](mailto:Diane.E.deLathouder@usace.army.mil)

Project Manager:

Brian S. Johnson  
Email: [Brian.S.Johnson@usace.army.mil](mailto:Brian.S.Johnson@usace.army.mil)

Failure to provide the required information will result in the rejection of the invoice and a request for a revised invoice that meets the contract requirements. Payment will not be authorized until a proper invoice, meeting the requirements stated herein, is provided.

**FINAL INVOICES REQUIRE A SIGNED RELEASE OF CLAIMS IN ADDITION TO THE ABOVE REQUIRED INVOICING DOCUMENTS.**

DEFENSE BASE ACT INSURANCE DBA

DEFENSE BASE ACT INSURANCE DBA

**REQUIRED INSURANCE**

(a) The Contractor shall procure and maintain during the entire period of performance under this contract the insurance required by the General Provisions of this contract entitled Workmen's Compensation Insurance (Defense Base Act), and Workmen's Compensation and War Hazard Insurance Overseas. A blanket waiver of the provision of the Defense Base Act is in effect for all employees of contractors and subcontractors working on Department of the Army contracts who are neither residents nor citizens of the United States, nor who were hired in the United States, at the following locations only:

Belgium; France; Germany; Greenland; Guam; India; Israel; Italy; Japan; Kazakhstan; Korea South; Netherlands; Russia; Spain; Switzerland; Turkey; Uzbekistan.

(b) The waiver does not apply to any employees who are (1) Hired in the United States by any contractor or subcontractor; (2) Residents of the United States; or (3) Citizens of the United States.

(c) Within ten days from award of the contract, the Contractor shall furnish to the Contracting Officer a certificate of Defense Base Act Insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

#### **WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)**

(a) This Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The Department of Labor (DOL) has approved multiple insurance carriers which promotes a competitive market environment. Therefore, USACE contractors shall obtain commercially available DBA insurance from a DOL authorized insurance carrier unless the contractor is under a self-insurance program approved by the DOL or subject to a waiver. The DOL approved carriers and self-insured employers are available at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

(c) The contractor agrees to procure Defense Base Act (DBA) insurance. Proof of this insurance shall be provided to the Contracting Officer. The contractor shall submit proof of insurance for the Prime and their Subcontractor(s) at every tier.

(d) The District/Center Safety and Occupational Health Manager POC is:

Ms. Melanie Hart-Barajas, phone 540-665-3723; email [Melanie.C.Hart-Barajas@usace.army.mil](mailto:Melanie.C.Hart-Barajas@usace.army.mil)

(e) The Insurance carrier/Broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for over-payment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.

(f) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act) shall be considered a material breach and could cause your contract to be terminated for cause).

#### **ADDENDUM FAR 52.212-2**

#### **BASIS FOR AWARD: Lowest Price Technically Acceptable (LPTA)**

This Request for Proposal (RFP) will utilize Federal Acquisition Regulation (FAR) Part 13.5 Simplified Procedures for Certain Commercial Items. Price Proposals will be evaluated for balance, completeness, and reasonableness. All Proposals will be technically evaluated as compared to the Statement of Work. The technical evaluation will include a comparison of the required documentation as it relates to the Statement of Work (SOW).

It is the Government's intent to award a contract without discussions; however, the Government reserves the right to hold discussions if deemed necessary.

Award will be made to the Lowest Price Technically Acceptable (LPTA) Offer. The evaluation factors for this solicitation are (1) Technical Capability, (2) KMOD HVAC Requirements, and (3) Price.

#### **SYSTEM FOR AWARD MANAGEMENT (SAM)**



All Offerors submitting a Proposal for this solicitation shall be actively registered in the SAM system in accordance with Federal Acquisition Regulation (FAR) Clause 52.204-7 System for Award Management. Offerors may register in SAM on the internet at: <https://www.sam.gov/SAM/>.

## **PROPOSAL FORMAT AND PROPOSAL SUBMISSION**

1. The Government will not make assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details shall be the sole responsibility of the Offeror. The proposal shall meet the following basic requirements.

- a. The proposal shall be typed, submitted in English and be in 12 point font, double spaced.
  - b. Proposal shall be organized, concise, and submitted electronically in two (2) volumes. Volumes shall be clearly identified and tabbed. Each factor shall be described in a separate tabbed section.
  - c. Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover.
  - d. Volume I: Offerors shall submit technical (non-price) proposals containing both Factor 1 – Technical Capability and Factor 2 – Meeting KMOD Requirements. Offerors must verify that the information for all Factors submitted is current, correct, and complete including names of the points-of-contact, email addresses, and telephone numbers.
  - e. Volume II: The Price proposal shall be completed in full. Volume II shall include verification of all amendments received.
  - f. Offerors shall submit an electronic copy of each volume by email to the Contract Specialist, Ms. Diane E. deLathouder at [Diane.E.deLathouder@usace.army.mil](mailto:Diane.E.deLathouder@usace.army.mil) and the Contracting Officer Joe L. Libbey at [Joe.L.Libbey@usace.army.mil](mailto:Joe.L.Libbey@usace.army.mil).
  - g. Proposals shall completely and adequately address the requirements of this solicitation. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, etc., are not necessary.
  - h. Bidder Inquiries: During the solicitation period, all correspondence with industry will be conducted strictly through the ProjNet ([www.projnet.org](http://www.projnet.org)) website using the bidder inquiry key, provided in this solicitation. The cut-off date for submission of inquiries will be 19 February 2021.
- The Bidder Inquiry Key is YPUX4G-5GVGFE**
- i. Offerors are cautioned against submitting conditional proposals. All questions and concerns shall be addressed, in writing, to the Contracting Officer and Contracting Specialist prior to the closing date of the solicitation, providing adequate time for the Contracting Officer to answer the concerns.
  - j. Failing to submit attachments or failing to complete the proposal properly, may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and coordinate with the Contracting Officer and Contracting Specialist if instructions are not understood.

Summary of formatting requirements for all volumes:

- Font Type: Arial or Times New Roman
- Font Size: 12 for text pages; 10 for spreadsheets, diagrams, tables
- Margins: 1" Top, Bottom, Right & Left
- Page Size: 8.5" x 11" text pages; Pages larger than 8.5 x 11 shall count as two pages in determining page counts; (11" x 17" may be used for charts, diagrams, spreadsheets and tables with a 10 point font minimum).

- Page Definition: is defined as a single sheet of paper with text on one side.
- Language: Proposals must be typed and submitted in English. Proposals submitted in a language other than English are unacceptable. Letters of Intent, licenses, partnership agreements or JV agreements, if not written in English, must be accompanied by an English translated copy with a signed statement, in English, by an authorized representative who can bind each partner that the English translation is true and correct.
- Sentence Spacing: Single
- Paragraph Spacing – separated by at least one blank line
- Documents must be searchable

This RFP does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. All Offerors submitting a proposal for this solicitation shall be actively registered in the System for Award Management (SAM) at the time of proposal submittal. Due to the timing of this solicitation, and the need for immediate inspection actions, the Government does not have time to wait for Offerors to seek SAM registration after award notice. Consequently, this solicitation is more restrictive than the FAR and DFARS requirements that an Offeror simply be in the system for an award. Offerors that are not already actively registered, or are in the process of being registered in SAM, may be considered unacceptable and not available for an award. Offerors may register in SAM on the internet at: <https://beta.sam.gov/>. Even so, if the selected Offeror is not in SAM by the noted award date then it may be considered unacceptable and not available for an award. Registration in SAM is an Offeror's responsibility.

## 2. Joint Ventures

An Offeror that is a JV must submit a legally binding JV agreement signed by an authorized officer from each of the firms comprising the JV with the chief executive of each entity identified and must be translated into English, if the original agreement is in a language other than English. The Government will not evaluate the capabilities of any Offerors that are not included in the JV agreement.

## 3. Subcontractors

If an Offeror wishes to be credited with any capabilities of a subcontractor or supplier (i.e., a firm that is not the Offeror or otherwise part of a JV) a letter of commitment signed by the subcontractor and the Offeror shall be submitted with the proposal. The commitment letter shall be submitted even if the firm is in some way related to a JV partner (for example, the subcontractor is subsidiary of a JV partner, or a subsidiary of a firm to which the JV partner is also a subsidiary). If a letter of commitment is not submitted, the capabilities will not be considered. Make sure to include the letter of commitment as part of Volume II.

## 4. Proposal Package

### Volume 1 – Technical Proposal

Factor 1 – Technical Capability

Factor 2 – KMOD HVAC Requirements

JV Letter of Commitment (If Applicable)

Subcontractor Letter of Commitment (If Applicable)

### Volume 2 – Price and Contract Administrative Documentation

### Factor 3 – Price

<b>TAB #</b>	<b>Contents of the Price Proposal</b>
1	The Proposal Cover Sheet, to include the Offeror's e-mail address, phone number, address, Tax Identification Number, DUNS number & CAGE number
2	The SF 1449 and acknowledgement of all Amendments (signed and dated)

3	Pricing Schedule & Completed Attached Price List
4	A completed copy of the representations and certifications at FAR 52.212-3
5	Statement of Bankruptcy (if applicable)
6	Copy of JV Agreement (if applicable) and/or Subcontractor Letters of Commitment
7	Covered Defense Telecommunications Equipment or Services—Representation

## **EVALUATION FACTORS**

### **Factor 1 - Technical Capability:**

Offerors shall provide the required submittals with their proposals to demonstrate compliance with the Statement of Work (SOW). The Offeror's documentation should include, but is not limited to, catalog cuts, sketches or drawings, and product data sheets for each of the Item Numbers within paragraphs 3.1 and 3.2 of the SOW. Each document shall be highlighted to specifically show the item(s) proposed by the Offeror. See the attached Statement of Work for more information. The Offeror must provide a chart with the make, model, size, warranty period, and country of origin for each of the Item Numbers within paragraphs 3.1 and 3.2 of the SOW.

The Offeror must confirm that they will comply with the DFARS Clause 252.225-7021 TRADE AGREEMENTS and DFARS Clause 252.225-7020 TRADE AGREEMENTS CERTIFICATE and demonstrate within a two page narrative how the Offeror shall comply with DFARS Clause 252.225-7021.

To be considered for an award the Offeror MUST submit the above documentation, and the documentation must comply with the requirements of the Statement of Work. Variations to the technical requirements of the Statement of Work may not be accepted and could cause the Offeror to NOT be considered acceptable for award. In addition, the Offeror shall provide a schedule for delivery that meets the required delivery date.

### **Factor 2 - KMOD HVAC Requirements:**

KMOD Requirements is met by Offerors demonstrating itself to be a Prime Contractor Manufacturer Representative and Local Establishment.

An Offeror must provide a narrative and appropriate documentation to demonstrate that it qualifies under all of the following elements:

Element 1: The Offeror is an authorized distributor, commercial agent, or other authorized representative for the territory of the State of Kuwait for the HVAC equipment manufacturer or manufacturers whose equipment the Offeror would provide to meet requirements of this RFP.

Element 2: The Offeror itself is duly licensed and registered to do business as an HVAC contractor in the State of Kuwait. The Offeror maintains a permanent operation with a permanent management and technical staff (including licensed technicians) within Kuwait, and has the capability to perform at least 80% of the installation work with its own personnel and to provide on-site supervision for all of the installation work under the resulting contract.

Element 3: The Offeror will be the warranty service provider for the manufacturer or manufacturers of the supplied equipment with regard to the standard commercial warranties on that equipment.

#### **Evaluation Approach for Factor #2 - KMOD Requirements for HVAC Equipment at Patriot Sites**

The Government will evaluate the Offeror's documentation to ensure that it meets all of the elements of this factor. In order to receive a rating of acceptable for this factor:

With regard to Element 1: the Offeror must provide documentation from a manufacturer or several manufacturers whose products will meet at least 85% of the equipment requirements of this solicitation by value, and all of the equipment requirements of this solicitation for individual items that the Offeror has priced at more than \$100,000,

stating that (1) the Offeror is its authorized distributor for the manufacturer or manufacturers for the State of Kuwait, (2) that the Offeror is the manufacturer's or manufacturers' commercial agent for the State of Kuwait, or (3) that the Offeror has some other documented relationship with the manufacturer or manufacturers, pursuant to which it is authorized to supply and service the equipment of that manufacturer or those manufacturers in the Kuwait. Among those Offerors meeting this requirement, preference will be given for proof of manufacturer agency distributorship, or similar relationship applicable to greater percentages of the equipment proposed to be supplied, over-and-above 85%. Individual pieces of equipment that the Offeror has priced at less than \$1,000 may be ignored completely for purposes of proving compliance with this element.

Element 2: The Offeror should provide documentation from the Government of the State of Kuwait that proves its licensure specifically as an HVAC contractor. The Offeror should provide a narrative of the existence and size of its establishment in Kuwait, describing its physical plant, the number of persons in each role in its workforce, including the number of persons licensed as HVAC technicians, and the number of years it has been licensed as an HVAC contractor in Kuwait. Among those Offerors that meet the basic requirements of this element, preference will be given to Offerors with greater numbers of licensed HVAC technicians in their employ who are based in Kuwait and to Offerors that have been licensed as HVAC contractors in Kuwait longer. The greatest weight will be given for licensure for 15 years or longer and for having at least 12 licensed HVAC technicians on staff in Kuwait.

Element 3: The Offeror will provide documentation from the manufacturer or manufacturers of at least 85% of the equipment to be supplied and installed under the resulting contract by value (according to the prices proposed for the pieces of equipment by the Offeror), stating that the Offeror will be its warranty service provider for the equipment. If this is not available, an Offeror may provide documentation sufficient to prove a history of providing warranty service for equipment of the same manufacturer or manufacturers over at least five years, including service provided at least as recently as 365 days prior to the issuance of the RFQ for each manufacturer, which is applicable to the manufacturers of at least 85% of the equipment to be supplied and installed under the resulting contract by value (according to the prices proposed for the pieces of equipment by the Offeror). Preference will be given to Offerors that show that they are warranty service providers for the manufacturer or manufacturers or more than 85% of the equipment to be supplied by value, with the greatest weight given for proof applicable to 100% of the equipment to be supplied. Individual pieces of equipment that the Offeror has priced at less than \$1,000 may be ignored completely for purposes of proving compliance with this element.

### **Factor 3 – Price:**

Offeror's shall provide a FFP proposal. This price proposal shall include all building materials, equipment, labor, and tools to accomplish all the items listed within the Statement of Work. The Government will evaluate price proposals to determine their completeness and reasonableness. The Government will perform its price evaluation by comparing an Offeror's proposed prices against the Government's estimate as well as against the prices proposed by each of the other Offerors.

Offerors shall submit a completed Price Proposal as part of the Factor 3 – Price for Volume II. Proposals must be broken down and prices shown for each of the Contract Line Item Numbers (CLIN):

In order for Offeror proposals to be considered acceptable, proposals shall be balanced, complete, and reasonable.

- a. Complete: The proposal shall have pricing for all line items contained within the solicitation.
- b. Balanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as compared to the IGE and other offers.
- c. Reasonable: Reasonableness has to do with whether an Offeror's proposed prices compare favorably against the IGE as well as against the proposed prices submitted by other Offeror's.

<b>TAB #</b>	<b>Contents of the Price Proposal</b>
1	The Proposal Cover Sheet, to include the Offeror's e-mail address, phone number, address, Tax Identification Number, DUNS number & CAGE number

2	The SF 1449 and acknowledgement of all Amendments (signed and dated)
3	Pricing Schedule & Completed Attached Price List
4	A completed copy of the representations and certifications at FAR 52.212-3
5	Statement of Bankruptcy (if applicable)
6	Copy of JV Agreement (if applicable) and/or Subcontractor Letters of Commitment
7	Covered Defense Telecommunications Equipment or Services—Representation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001

B2-ADMIN

FFP

DX Package AC unit 20 TOR; DX Package AC unit 15 TOR; DX Package AC unit 12 TOR; DX Split AC unit 25 TOR; DX Split AC unit 12 TOR; and DX Split AC unit 10 TOR Capacity complete with duct heaters.

MILSTRIP: W26WKS02628645

PURCHASE REQUEST NUMBER: W26WKS02628645

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001AA

1

Each

DX Package AC unit 20 TOR

FFP

DX Package AC unit 20 TOR Capacity complete with duct heaters

FOB: Destination

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	DX Package AC unit 15 TOR FFP DX Package AC unit 15 TOR Capacity complete with duct heaters FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	DX Package AC unit 12 TOR FFP DX Package AC unit 12 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	DX Split AC unit 25 TOR FFP DX Split AC unit 25 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	DX Split AC unit 12 TOR FFP DX Split AC unit 12 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	DX Split AC unit 10 TOR FFP DX Split AC unit 10 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	B-4-MESS (Restaurant) FFP DX Package AC unit 30 TOR and DX Package AC unit 25 TOR Capacity complete with duct heaters.				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		2	Each		
	DX Package AC unit 30 TOR				
	FFP				
	DX Package AC unit 30 TOR Capacity complete with duct heaters				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		4	Each		
	DX Package AC unit 25 TOR				
	FFP				
	DX Package AC unit 25 TOR Capacity complete with duct heaters				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		8	Each		
	B5-MAZHA (Officers Accommodation)				
	FFP				
	DX Package AC unit 15 TOR Capacity complete with duct heaters				
	FOB: Destination				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MASRA/BADALAH (Theatre) FFP DX Split AC unit 15 TOR and Package AC unit 7.5 TOR Capacity complete with duct heaters				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	DX Split AC unit 15 TOR FFP DX Split AC unit 15 TOR Capacity complete with duct heaters FOB: Destination	4	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	DX Package AC unit 7.5 TOR FFP DX Package AC unit 7.5 TOR Capacity complete with duct heaters FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SKY GUARD 147 FFP DX Package AC unit 16 TOR; DX Package AC unit 13 TOR, DX Package AC unit 20 TOR; DX Package AC unit 26 TOR; and DX Split AC unit 4 TOR Capacity complete with duct heaters				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	DX Package AC unit 16 TOR FFP DX Package AC unit 16 TOR Capacity complete with duct heaters FOB: Destination	4	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		2	Each		
	DX Package AC unit 13 TOR				
	FFP				
	DX Package AC unit 13 TOR Capacity complete with duct heaters				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		4	Each		
	DX Package AC unit 20 TOR				
	FFP				
	DX Package AC unit 20 TOR Capacity complete with duct heaters				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD		1	Each		
	DX Package AC unit 26 TOR				
	FFP				
	DX Package AC unit 26 TOR Capacity complete with duct heaters				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	DX Split AC unit 4 TOR FFP DX Split AC unit 4 TOR Capacity complete with duct heaters FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	ICC FFP DX Package AC unit 25 TOR Capacity complete with duct heaters FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	BR 3/4 FFP DX Split AC unit 30 TOR and DX Split AC unit 25 TOR Capacity complete with duct heaters				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	DX Split AC unit 30 TOR FFP DX Split AC unit 30 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	DX Split AC unit 25 TOR FFP DX Split AC unit 25 TOR Capacity complete with duct heaters FOB: Destination	4	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	K 47/48 FFP DX Package AC unit 30 TOR and DX Package AC unit 25 TOR Capacity complete with duct heaters				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	DX Package AC unit 30 TOR FFP DX Package AC unit 30 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	DX Package AC unit 25 TOR FFP DX Package AC unit 25 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	AR 3/2 FFP DX Split AC unit 30 TOR and DX Split AC unit 25 TOR Capacity complete with duct heaters				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	DX Split AC unit 30 TOR FFP DX Split AC unit 30 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	DX Split AC unit 25 TOR FFP DX Split AC unit 25 TOR Capacity complete with duct heaters FOB: Destination	4	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	MAGWA-ADMIN FFP DX Package AC unit 20 TOR Capacity complete with duct heaters. MAGWA- RADAR DX Package AC unit 10 TOR, and DX Package AC unit 7.5 TOR Capacity complete with duct heaters				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	DX Package AC unit 20 TOR FFP DX Package AC unit 20 TOR Capacity complete with duct heaters FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	MAGWA-RADAR FFP DX Package AC unit 10 TOR Capacity complete with duct heaters FOB: Destination	1	Each		

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	DX Package AC unit 7.5 TOR FFP DX Package AC unit 7.5 TOR Capacity complete with duct heaters FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	K47/48 FFP Procure and supply MSB; Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 14-way 125, 160A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	AR 3/2 FFP Procure and supply MSB Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 16-way 125, 160A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	BR 3/4 FFP Procure and supply MSB Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 16-way 125, 160A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	2	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	B2 ADMIN FFP Procure and supply MSB Main incomer ACB 1600 A, Adjustable TMD, TP and SP, Outgoing 20-way 100-125 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	B4-MESS (Restaurant) FFP Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 14-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	B4-MESS (Restaurant) FFP Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 16-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	B5-MAZHA (officers Accommodation) FFP Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 14-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	B5-MAZHA (Officers Accommodation) FFP Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 14-way 100, 160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	ICC FFP Procure and supply MSB Main incomer 1000 A, Adjustable TMD, TP and SP, Outgoing 18-way 100, 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	MASRA/BADALAH (Theatre) FFP Procure and supply MSB Main incomer 800 A, Adjustable TMD, TP and SP, Outgoing 16-way 125,160 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Sky Guard FFP Procure and supply MSB Main incomer 630 A, Adjustable TMD, TP and SP, Outgoing 16-way 32, 63, 100 A Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Sky Guard FFP Procure and supply MSB Main incomer 315/400 A Adjustable TMD, TP and SP, Outgoing 10-way 32, 40, 63 A, DB 8 way with incomer ELCB. Digital multimeter, ELR for HVAC MCCBs, indication lamps FOB: Destination	1	Each		

---

NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	Government
0004AB	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	N/A
0005AA	N/A	N/A	N/A	Government
0005AB	N/A	N/A	N/A	Government
0005AC	N/A	N/A	N/A	Government
0005AD	N/A	N/A	N/A	Government
0005AE	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	N/A
0007AA	N/A	N/A	N/A	Government
0007AB	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	N/A
0008AA	N/A	N/A	N/A	Government

0008AB	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	N/A
0009AA	N/A	N/A	N/A	Government
0009AB	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	N/A
0010AA	N/A	N/A	N/A	Government
0010AB	N/A	N/A	N/A	Government
0010AC	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A



0004AA N/A	N/A	N/A	N/A
0004AB N/A	N/A	N/A	N/A
0005 N/A	N/A	N/A	N/A
0005AA N/A	N/A	N/A	N/A
0005AB N/A	N/A	N/A	N/A
0005AC N/A	N/A	N/A	N/A
0005AD N/A	N/A	N/A	N/A
0005AE N/A	N/A	N/A	N/A
0006 N/A	N/A	N/A	N/A
0007 N/A	N/A	N/A	N/A
0007AA N/A	N/A	N/A	N/A
0007AB N/A	N/A	N/A	N/A
0008 N/A	N/A	N/A	N/A
0008AA N/A	N/A	N/A	N/A
0008AB N/A	N/A	N/A	N/A
0009 N/A	N/A	N/A	N/A
0009AA N/A	N/A	N/A	N/A
0009AB N/A	N/A	N/A	N/A
0010 N/A	N/A	N/A	N/A
0010AA N/A	N/A	N/A	N/A
0010AB N/A	N/A	N/A	N/A
0010AC N/A	N/A	N/A	N/A
0011 N/A	N/A	N/A	N/A
0012 N/A	N/A	N/A	N/A
0013 N/A	N/A	N/A	N/A
0014 N/A	N/A	N/A	N/A
0015 N/A	N/A	N/A	N/A
0016 N/A	N/A	N/A	N/A

0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	OCT 1995
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.217-5	Evaluation Of Options	JUL 1990
52.227-14	Rights in Data--General	MAY 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	JUN 2020
52.233-3	Protest After Award	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019

252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.244-7000	Subcontracts for Commercial Items	OCT 2020
252.246-7003	Notification of Potential Safety Issues	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

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

(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) 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.

(End of provision)

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

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions 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 discussions 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.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The significant evaluation factors for this solicitation are (1) Technical Capability, (2) KMOD HVAC Requirements, and (3) Price. Technical Capability and KMOD HVAC Requirements are approximately equal to one and other.

Technical Capability and KMOD HVAC Requirements, when combined, are approximately equal to price.

Refer to Addendum to FAR Clause 52-212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014) for submission and evaluation requirements for this solicitation.

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

**This solicitation contains FAR Clause 52.217-7 Option for Increased Quantity-Separately Priced Line Item.**

**The Government may require the increased delivery up to 50% more of the numbered line items, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days after the contract award and up to 15 days before contract completion. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.**

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

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2020)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



“Sensitive technology”--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern"--

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial 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(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—

—	—
—	—

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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



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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

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

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

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

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

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

( ☐ ) Corporate entity (tax-exempt);

( ☐ ) Government entity (Federal, State, or local);

( ☐ ) Foreign government;

( ☐ ) International organization per 26 CFR 1.6049-4;

( ☐ ) Other -----.

(5) Common parent.

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

( ☐ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity:

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.



(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2020)

(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 2020) (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 XX.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

XX (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).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

XX (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 (MAR 2020) (15 U.S.C. 657a).

- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.
- \_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.
- \_\_\_\_ (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 (JUN 2020) (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 (JUN 2020) 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 (MAR 2020) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting 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 (MAR 2020) (15 U.S.C. 657f).
- \_\_\_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (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 (EDWOSB) Concerns (MAR 2020) (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 (MAR 2020) (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 (MAR 2020) (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 2020) (E.O. 13126).

\_\_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

\_\_\_\_ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

\_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

\_\_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

\_\_\_\_ (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.

XX (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 (OCT 2020) (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 (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (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.)

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

XX (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.

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

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

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

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

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

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

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

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

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

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

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

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (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) 52.222-41, 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).

XX (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).

XX (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 Under Executive Order 13658 (NOV 2020) (E.O. 13658).

\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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



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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial 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 (JUN 2020) (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 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

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

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

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

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

(xiii) XX (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery **up to 50% more** of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days after contract award and up to 15 days before contract completion**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

- (4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);
  - (5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);
  - (6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);
  - (7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and
  - (8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.
- (b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such clause is unenforceable against the Government.
  - (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
  - (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests

will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

#### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to

perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

#### 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include ``data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year after final acceptance and five years after final acceptance for compressors.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph

(b)(1) of this clause within 45 DAYS AFTER DISCOVERY OF THE DEFECT [Contracting Officer shall insert

*specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].*

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the

reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

#### 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(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):

ACQUISITION.GOV at <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):

ACQUISTION.GOV at <https://www.acquisition.gov/content/regulations>

(End of clause)

## 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall

determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)

(a) Definition. Qualifying country, as used in this clause, means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Estonia  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Japan  
Latvia  
Luxembourg  
Netherlands  
Norway  
Poland  
Portugal  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom of Great Britain and Northern Ireland

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

#### 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product, as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number \_\_\_\_ ) (Country of Origin \_\_\_\_ )

(End of provision)

#### 252.225-7021 TRADE AGREEMENTS--BASIC (SEP 2019)

(a) Definitions. As used in this clause—

“Caribbean Basin country end product”—

(i) Means an article that—

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation

services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Designated country” means—

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Free Trade Agreement country end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Least developed country end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of a least developed country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Nondesignated country end product” means any end product that is not a U.S.-made end product or a designated country end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Estonia  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Japan  
Latvia  
Luxembourg  
Netherlands



Norway  
 Poland  
 Portugal  
 Slovenia  
 Spain  
 Sweden  
 Switzerland  
 Turkey  
 United Kingdom of Great Britain and Northern Ireland.

“Qualifying country end product” means—

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if—
  - (A) The cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (1) Components mined, produced, or manufactured in a qualifying country.
    - (2) Components mined, produced, or manufactured in the United States.
    - (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
  - (B) The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that—

- (i) Is mined, produced, or manufactured in the United States; or
- (ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (b) Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—
  - (1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in the definition of "Caribbean Basin country end product" within paragraph (a) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

(End of clause)

#### 252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

#### 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022) (AUG 2020)

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) -

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as

amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

#### 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013) (MAR 2015)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

#### 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004)(SEP 2017)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been

afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;
- (ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
- (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
- (v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (i) Hold their own identity or immigration documents, such as passport or driver's license;
- (ii) Receive agreed upon wages on time;
- (iii) Take lunch and work-breaks;
- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
  - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(3) The Contractor shall notify all personnel that -

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Contractor Accountability and Personnel Data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods –

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) *Compliance with SPOT.*

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.



(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or

equipment necessary to perform the contract in the USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

#### 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)

The following paragraphs (a) through (e) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

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

Authorized aftermarket manufacturer means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications.

Authorized supplier means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repack, sell, or distribute the part.

Contract manufacturer means a company that produces goods under contract for another company under the label or brand name of that company.

Contractor-approved supplier means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

Counterfeit electronic part means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mislabeled, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

Electronic part means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

Obsolete electronic part means an electronic part that is no longer available from the original manufacturer or an authorized aftermarket manufacturer.

Original component manufacturer means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

Original equipment manufacturer means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

Original manufacturer means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

(b) Acceptable counterfeit electronic part detection and avoidance system. The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS 231.205-71).

(c) System criteria. A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

(1) The training of personnel.

(2) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Contractor.

(3) Processes to abolish counterfeit parts proliferation.

- (4) Risk-based processes that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies, in accordance with paragraph (c) of the clause at 252.246-7008, Sources of Electronic Parts (also see paragraph (c)(2) of this clause).
- (5) Use of suppliers in accordance with the clause at 252.246-7008.
- (6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government-Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.
- (7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.
- (8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry-recognized standards to meet this requirement.
- (9) Flowdown of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.
- (10) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.
- (11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.
- (12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.
- (d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with 252.244-7001, Contractor Purchasing System Administration--Basic, or Contractor Purchasing System Administration--Alternate I.
- (e) The Contractor shall include the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

(End of clause)

#### 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)

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

Authorized aftermarket manufacturer means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications.

Authorized supplier means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

Contract manufacturer means a company that produces goods under contract for another company under the label or brand name of that company.

Contractor-approved supplier means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

Electronic part means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

Original component manufacturer means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

Original equipment manufacturer means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

Original manufacturer means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

(b) Selecting suppliers. In accordance with section 818(c)(3) of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), as amended by section 817 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291 and section 885 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92)), the Contractor shall—

(1) First obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from--

(i) The original manufacturers of the parts;

(ii) Their authorized suppliers; or

(iii) Suppliers that obtain such parts exclusively from the original manufacturers of the parts or their authorized suppliers;

(2) If electronic parts are not available as provided in paragraph (b)(1) of this clause, obtain electronic parts that are not in production by the original manufacturer or an authorized aftermarket manufacturer, and that are not currently available in stock from a source listed in paragraph (b)(1) of this clause, from suppliers identified by the Contractor as contractor-approved suppliers, provided that--

(i) For identifying and approving such contractor-approved suppliers, the Contractor uses established counterfeit prevention industry standards and processes (including inspection, testing, and authentication), such as the DoD-adopted standards at <https://assist.dla.mil>;

(ii) The Contractor assumes responsibility for the authenticity of parts provided by such contractor-approved suppliers; and

(iii) The Contractor's selection of such contractor-approved suppliers is subject to review, audit, and approval by the Government, generally in conjunction with a contractor purchasing system review or other surveillance of purchasing practices by the contract administration office, or if the Government obtains credible evidence that a contractor-approved supplier has provided counterfeit parts. The Contractor may proceed with the acquisition of electronic parts from a contractor-approved supplier unless otherwise notified by DoD; or

(3)(i) Take the actions in paragraph (b)(3)(ii) of this clause if the Contractor--

(A) Obtains an electronic part from--

(1) A source other than any of the sources identified in paragraph (b)(1) or (b)(2) of this clause, due to nonavailability from such sources; or

(2) A subcontractor (other than the original manufacturer) that refuses to accept flowdown of this clause; or

(B) Cannot confirm that an electronic part is new or previously unused and that it has not been comingled in supplier new production or stock with used, refurbished, reclaimed, or returned parts.

(ii) If the contractor obtains an electronic part or cannot confirm an electronic part pursuant to paragraph (b)(3)(i) of this clause--

(A) Promptly notify the Contracting Officer in writing. If such notification is required for an electronic part to be used in a designated lot of assemblies to be acquired under a single contract, the Contractor may submit one notification for the lot, providing identification of the assemblies containing the parts (e.g., serial numbers);

(B) Be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(C) Make documentation of inspection, testing, and authentication of such electronic parts available to the Government upon request.

(c) Traceability. If the Contractor is not the original manufacturer of, or authorized supplier for, an electronic part, the Contractor shall--

(1) Have risk-based processes (taking into consideration the consequences of failure of an electronic part) that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic part is supplied as a discrete electronic part or is contained in an assembly;

(2) If the Contractor cannot establish this traceability from the original manufacturer for a specific electronic part, be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(3)(i) Maintain documentation of traceability (paragraph (c)(1) of this clause) or the inspection, testing, and authentication required when traceability cannot be established (paragraph (c)(2) of this clause) in accordance with FAR subpart 4.7; and

(ii) Make such documentation available to the Government upon request.

(d) Government sources. Contractors and subcontractors are still required to comply with the requirements of paragraphs (b) and (c) of this clause, as applicable, if--

(1) Authorized to purchase electronic parts from the Federal Supply Schedule;

(2) Purchasing electronic parts from suppliers accredited by the Defense Microelectronics Activity; or

(3) Requisitioning electronic parts from Government inventory/stock under the authority of 252.251-7000, Ordering from Government Supply Sources.

(i) The cost of any required inspection, testing, and authentication of such parts may be charged as a direct cost.

(ii) The Government is responsible for the authenticity of the requisitioned parts. If any such part is subsequently found to be counterfeit or suspect counterfeit, the Government will--

(A) Promptly replace such part at no charge; and

(B) Consider an adjustment in the contract schedule to the extent that replacement of the counterfeit or suspect counterfeit electronic parts caused a delay in performance.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts, including subcontracts for commercial items, that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.

(End of clause)