

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 21-21-841KAC001 PAGE 1 OF 50

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 70Z08420RAA151500 6. SOLICITATION ISSUE DATE 10 May 2021

7. FOR SOLICITATION INFORMATION CALL: a. NAME Sherylan Spears b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME 11 June 2021 3:00 PM ET

9. ISSUED BY CODE United States Coast Guard Director of Operational Logistics (DOL-931) 300 East Main Street Suite 965 Norfolk VA 23510 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 722310  HUBZONE SMALL BUSINESS  EDWOSB  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$41.5M

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

15. DELIVER TO CODE USCG Academy 15 Mohegan Ave New London, CT 06320 16. ADMINISTERED BY CODE Sherylan Spears Director operational Logistics (DOL-931) 300 East Main Street Suite 965 Norfolk, VA 23510

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE 51800 Commanding Officer CG Finance Center 1430A Kristina Way Chesapeake VA 23326-0624 PHONE: (800) 564-5504 FAX:

TELEPHONE NO. DUNS: DUNS+4: 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  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide Full Food Services at U.S. Coast Guard Academy located in New London, CT for a base period beginning 01 Septemer 2021 through 31 March 2022, with (5) option periods; if exercised by the Government ending 31 August 2026.  (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  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) Darryl Person Contracting Officer 31c. DATE SIGNED

**Full Food Services at USCG Academy  
70Z08421RAA151500**

**NOTICE FOR FILING AGENCY PROTESTS  
United States Coast Guard Ombudsman Program**

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO). Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum rather than filing a protest with the GAO or some external forum.

Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman. Informal Forum with the Ombudsman. Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer. If the Contracting Officer is unable to satisfy their concerns, interested parties are encouraged to contact the U.S. Coast Guard Ombudsman for Agency Protests. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program.

Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in FAR 33.103(d) (2). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. To be timely protests must be filed within the period specified in FAR 33.103(e). Formal protests filed under the OPAP program should be submitted electronically to OPAP@uscg.mil and the Contracting Officer or by hand delivery to the Contracting Officer.

Election of Forum. After an interested party protests a Coast Guard procurement to the Contracting Officer or the Ombudsman, and while the protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If the protest is filed with an external forum, the agency protest will be dismissed.

**The Ombudsman Hotline telephone number is 202.372.3695.**

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**ATTENTION TO OFFERORS**

U.S. Coast Guard (USCG) Director of Operational Logistics (DOL) invites you to submit an offer via the Acquisition of Commercial Items and Contracting by Negotiation (cf. Federal Acquisition Regulation [FAR] Part 12 and 15), to provide commercial Full Food Services at the USCG Academy, located in New London, CT. This requirement is set aside for competitive Women Owned Small Business (WOSB) in accordance with FAR Subpart 19.15. The North American Industry Classification System (NAICS) code that applies to this Request for Proposal (RFP) is 722310 (Food Service Contractors) and its size standard is \$41.5M.

Note : Offers from State Licensing Agencies (for Blind vendors) operating under the authority of the Randolph-Sheppard Act, 20 USC, 107(a-e), must be given a priority in accordance with regulations prescribed by the Secretary of Education at 34CFR 395.33. If an offer is received from a State Licensing Agency, the Government may consult with the Secretary of Education to determine whether any priority should be given that offer. This consultation may be necessary even if an offer is judged as not having a reasonable chance for being selected for award.

**These services are being solicited under RFP Number:**

**70Z08421RAA151500**

**PLEASE CAREFULLY READ AND COMPLETE THE ENTIRE SOLICITATION DOCUMENT. The following information is highlighted for your attention:**

1. Be sure to complete the SF1449 first page of offer, including appropriate signature.
2. Be sure to complete **all required prices** set forth in the Schedule of Prices, Unit Price and Total Amount information required.
3. Be sure to read FAR Provisions 52.212-1 Instructions to Offerors -- Commercial Items.
4. Be sure that your offer reaches this office and any other office specified herein, by the time and date specified in Block #8 of the SF1449, and/or any amendments thereto.

**SITE VISIT:**

A Site Visit for this requirement is optional and is scheduled for Tuesday, 25 May 2021 at 10:00 AM ET. Please email a list of attendees to the Contract Specialist, Sherylan Spears, [sherylan.spears@uscg.mil](mailto:sherylan.spears@uscg.mil) by 1:00 PM ET, Friday, 21 May 2021. Offeror is limited to two (2) attendees. The Government is not responsible for costs associated with the Site Visit.

**QUESTIONS:**

Questions will only be accepted until 2:00 PM ET, Monday, 01 June 2021 via email to the Contract Specialist, Sherylan Spears, [sherylan.spears@uscg.mil](mailto:sherylan.spears@uscg.mil). Telephone questions will not be accepted.

**DUE DATE:**

All offers shall be submitted by 3:00 PM ET, Friday, **11 June 2021** via email to the Contract Specialist, Sherylan Spears, [sherylan.spears@uscg.mil](mailto:sherylan.spears@uscg.mil). Facsimile submission is not authorized under this announcement.

**FAILURE TO COMPLETE THE SOLICITATION DOCUMENTS AND AMENDMENTS AS REQUIRED MAY RESULT IN DELAY OF AWARD OR DETERMINATION THAT YOUR OFFER IS NOT RESPONSIVE.**

## SECTION B – CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Sherylan Spears, Contract Specialist  
U.S. Coast Guard  
Director of Operation Logistics (DOL-931)  
300 E. Main Street, Suite 965  
Norfolk, VA 23510  
757-628-4128 or [Sherylan.Spears@uscg.mil](mailto:Sherylan.Spears@uscg.mil)

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the Contractor will be made in accordance with:

- FAR 52.232-33, Payment by Electronic Funds Transfer – Systems for Award Management, or  
 FAR 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly   
b. Semi-Annually   
c. Other  - Monthly in arrears

4. GOVERNMENT INVOICE: All invoices from the Contractor shall be submitted electronically IAW FAR 52.232-33.

Using Internet Explorer (not Google Chrome, Yahoo, Firefox, etc.) select the link:

[https://www.fincen.uscg.mil/centralinv/centrinv\\_start.htm](https://www.fincen.uscg.mil/centralinv/centrinv_start.htm)

Click **Online: Coast Guard Award Invoices or Contract/Order Invoices**. This will take you to a login page. Please click on the link for the **USCG Vendor Electronic Invoice Submissions Quick Reference Guide** which will walk you through the process of creating a login and password needed to electronically submit invoices.

[USCG Vendor Electronic Invoice Submissions Quick Reference Guide](#)

When filling out the Contractor Invoice Submission Form please be sure to select the **Invoice Routing Code (SILC PCB-2)** so the invoice reaches our office for processing. Please make sure you insert the contract and invoice number as it is documented on your invoice.

If you have difficulties uploading your invoice, contact the Finance Center's Customer Service Team at (757) 523-6940 or you can fax it to (757) 523-6900. Please specify on your cover sheet that it should be sent **Attn: Invoice Routing Code (SILC PCB-2)**.

Copies shall also be emailed to the Contract Specialist and the COR.

The web submission requires the Contractor to complete the Invoice Receipt Cover Form, select the Invoice Routing Code, and attach a PDF file of the invoice and any other supporting documentation.

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A sample of the Invoice Receipt Cover Form is provided below. Mandatory information to be completed is highlighted in red on the website.

<b>Invoice Routing Code:</b>	
<input type="text" value="SILC PCB-2"/> (help)	<b>Invoice Receipt Date:</b> <small>MM/DD/YY</small> (help)
<b>Contract Number:</b> (help)	<b>Invoice Number:</b> (help)
<b>Requisition Number:</b> (help)	<b>Invoice Date:</b> <small>MM/DD/YY</small> (help)
<b>Delivery/Task Order Number:</b> (help)	<b>Invoice Amount:</b> (help)
	<b>Discount Terms:</b> <small>30</small> <b>Discount Days</b>
	<b>Net Days (help)</b>

Contractor Information		Attachment of Official Invoice	
<b>Contractor Name:</b> <input type="text"/>	(help)		
<b>Submitter Name:</b>	(help)		
<b>Submitter Email:</b>		(help)	
<b>Submitter Phone:</b>	(help)		

**Full Food Services at USCG Academy  
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**B.2 SCHEDULE OF PRICES –**

**BASE PERIOD: 01 SEPTEMBER 2021 - 31 MARCH 2022**

CLIN	Description	Est. Qty	Unit	Price/Meal*	Estimated Total Amount
<b>For the patrons of the CADET Wardroom located in Chase Hall and patients in the Academy Clinic located in Michel Hall:</b>					
00001	Breakfast (Family Style)	89857	Meal	\$	\$
00002	Lunch (Family Style)	99972	Meal	\$	\$
00003	Dinner (Family Style)	10708	Meal	\$	\$
00004	Dinner (Buffet)	65708	Meal	\$	\$
00005	Box Lunch	12889	Meal	\$	\$
00006	Protein Bars	7266	Meal	\$	\$
00007	Paper Products per person/meal	6561	Meal	\$	\$
<b>For the patrons of the Coast Guard Dining Facility located in Chase Hall:</b>					
00008	Breakfast	13286	Meal	\$	\$
00009	Lunch	20707	Meal	\$	\$
00010	Dinner	11295	Meal	\$	\$
<b>Special Events Pricing</b>					
00011	Light snack	1597	Snack	\$	\$
00012	Chapel Coffee Service	25	Package	\$	\$
00013	Picnic (Buffet Style w/servers) 1-600 meals	2872	Meal	\$	\$
00014	Picnic (Buffet Style w/servers) 600+ meals	3082	Meal	\$	\$
00015	Picnic (for pick-up, no servers) 1+ meals	345	Meal	\$	\$
00016	Banquets- Informal (Buffet) 1-150 meals	166	Meal	\$	\$
00017	Banquets- Informal (Buffet) 151-350 meals	125	Meal	\$	\$
00018	Banquets- Informal (Buffet) 351+ meals	1085	Meal	\$	\$
<b>Indefinite Delivery</b>					
00020	Formal Banquets total of (4) proposed banquets in highlighted cells				\$
<b>BASE PERIOD TOTAL ESTIMATED AMOUNT:</b>					\$

\*The Price/Meal includes all labor, food costs, materials, G&A, overhead and profit.

\*\* Any variation in the quantities between CLINS 00001 – 00020 is acceptable as long as the funded amount is not exceeded.

**BANQUETS – Formal sit-down individual services IAW PWS pages 31 -32.** When catering Formal Sit Down Events, one of the five-entrée choices listed on page 32 (Filet Mignon, Delmonico Steak, NY Strip Steak, Fish, and Chicken Cordon Bleu) must be offered. If another entrée is requested, it must be approved by the COR. In addition, a vegetarian entrée must also be offered during these functions.

**In order to determine price reasonableness, each offer shall provide a price quote for each of the following example scenarios for formal banquets:**

Banquet	#1	#2	#3	#4
# of Meals/Individuals	250	325	380	675
Range	1-250	251-350	351-450	451+
Filet Mignon	80	75	70	112
Delmonico Steak	25	54	60	99
NY Strip Steak	25	72	60	89
Fish	25	35	40	57
Chicken Cordon Bleu	80	80	140	284
Vegetarian	15	9	10	34
<b>Total Banquet Price</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**OPTION PERIOD ONE: 01 APRIL 2022 - 31 MARCH 2023**

CLIN	Description	Est. Qty	Unit	Price/Meal*	Estimated Total Amount
<b>For patrons of the CADET Wardroom located in Chase Hall and patients in the Academy Clinic located in Michel Hall:</b>					
10001	Breakfast (Family Style)	179715	Meal	\$	\$
10002	Lunch (Family Style)	199944	Meal	\$	\$
10003	Dinner (Family Style)	21416	Meal	\$	\$
10004	Dinner (Buffet)	131417	Meal	\$	\$
10005	Box Lunch	14532	Meal	\$	\$
10006	Protein Bars	24600	Each	\$	\$
10007	Paper Products per person/meal	390000	Meal	\$	\$
<b>For patrons of the Coast Guard Dining Facility located in Chase Hall:</b>					
10008	Breakfast	26572	Meal	\$	\$
10009	Lunch	41414	Meal	\$	\$
10010	Dinner	22591	Meal	\$	\$
<b>Special Events Pricing</b>					
10011	Light snack	3195	Snack	\$	\$
10012	Chapel Coffee Service	50	Package	\$	\$
10013	Picnic (Buffet Style w/servers) 1-600 meals	5745	Meal	\$	\$
10014	Picnic (Buffet Style w/servers) 600+ meals	6165	Meal	\$	\$
10015	Picnic (for pick-up, no servers) 1+ meals	690	Meal	\$	\$
10016	Banquets- Informal (Buffet) 1-150 meals	333	Meal	\$	\$
10017	Banquets- Informal (Buffet) 151-350 meals	250	Meal	\$	\$
10018	Banquets- Informal (Buffet) 351+ meals	2170	Meal	\$	\$
<b>Indefinite Delivery</b>					
10020	Formal Banquets total of (5) proposed banquets in highlighted cells				\$
<b>OPTION PERIOD ONE TOTAL ESTIMATED AMOUNT:</b>					<b>\$</b>

\*The Price/Meal includes all labor, food costs, materials, G&A, overhead and profit.

\*\* Any variation in the quantities between CLINS 10001 – 10020 is acceptable as long as the funded amount is not exceeded.

**BANQUETS – Formal sit-down individual services IAW PWS pages 31 -32.** When catering Formal Sit Down Events, one of the five-entrée choices listed on page 32 (Filet Mignon, Delmonico Steak, NY Strip Steak, Fish, and Chicken Cordon Bleu) must be offered. If another entrée is requested, it must be approved by the COR. In addition, a vegetarian entrée must also be offered during these functions. Other than the main entrees, all other courses (starches, desserts, etc.) can be negotiated between the COR and contractor.

**In order to determine price reasonableness, each offer shall provide a price quote for each of the following example scenarios for formal banquets:**

Banquet	#1	#2	#3	#4	#5
# of Meals/Individuals	250	325	380	530	675
Range	1-250	251-350	351-450	451+	451+
Filet Mignon	80	75	70	117	112
Delmonico Steak	25	54	60	49	99
NY Strip Steak	25	72	60	98	89
Fish	25	35	40	75	57
Chicken Cordon Bleu	80	80	140	172	284
Vegetarian	15	9	10	19	34
<b>Total Banquet Price</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**OPTION PERIOD TWO: 01 APRIL 2023 - 31 MARCH 2024**

CLIN	Description	Est. Qty	Unit	Price/Meal*	Estimated Total Amount
<b>For the patrons of the CADET Wardroom located in Chase Hall and patients in the Academy Clinic located in Michel Hall:</b>					
20001	Breakfast (Family Style)	179715	Meal	\$	\$
20002	Lunch (Family Style)	199944	Meal	\$	\$
20003	Dinner (Family Style)	21416	Meal	\$	\$
20004	Dinner (Buffet)	131417	Meal	\$	\$
20005	Box Lunch	14532	Meal	\$	\$
20006	Protein Bars	24600	Each	\$	\$
20007	Paper Products per person/meal	390000	Meal	\$	\$
<b>For the patrons of the Coast Guard Dining Facility located in Chase Hall:</b>					
20008	Breakfast	26572	Meal	\$	\$
20009	Lunch	41414	Meal	\$	\$
20010	Dinner	22591	Meal	\$	\$
<b>Special Events Pricing</b>					
20011	Light snack	3195	Snack	\$	\$
20012	Chapel Coffee Service	50	Package	\$	\$
20013	Picnic (Buffet Style w/servers) 1-600 meals	5745	Meal	\$	\$
20014	Picnic (Buffet Style w/servers) 600+ meals	6165	Meal	\$	\$
20015	Picnic (for pick-up, no servers) 1+ meals	690	Meal	\$	\$
20016	Banquets- Informal (Buffet) 1-150 meals	333	Meal	\$	\$
20017	Banquets- Informal (Buffet) 151-350 meals	250	Meal	\$	\$
20018	Banquets- Informal (Buffet) 351+ meals	2170	Meal	\$	\$
<b>Indefinite Delivery</b>					
20020	Formal Banquets total of (5) proposed banquets in highlighted cells				\$
<b>OPTION PERIOD TWO TOTAL ESTIMATED AMOUNT:</b>					<b>\$</b>

\*The Price/Meal includes all labor, food costs, materials, G&A, overhead and profit.

\*\* Any variation in the quantities between CLINS 20001 – 20020 is acceptable as long as the funded amount is not exceeded.

**BANQUETS – Formal sit-down individual services IAW PWS pages 31 -32.** When catering Formal Sit Down Events, one of the five-entrée choices listed on page 32 (Filet Mignon, Delmonico Steak, NY Strip Steak, Fish, and Chicken Cordon Bleu) must be offered. If another entrée is requested, it must be approved by the COR. In addition, a vegetarian entrée must also be offered during these functions.

**In order to determine price reasonableness, each offer shall provide a price quote for each of the following example scenarios for formal banquets:**

Banquet	#1	#2	#3	#4	#5
# of Meals/Individuals	250	325	380	530	675
Range	1-250	251-350	351-450	451+	451+
Filet Mignon	80	75	70	117	112
Delmonico Steak	25	54	60	49	99
NY Strip Steak	25	72	60	98	89
Fish	25	35	40	75	57
Chicken Cordon Bleu	80	80	140	172	284
Vegetarian	15	9	10	19	34
<b>Total Banquet Price</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



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**OPTION PERIOD THREE: 01 APRIL 2024 – 31 MARCH 2025**

CLIN	Description	Est. Qty	Unit	Price/Meal*	Estimated Total Amount
<b>For the patrons of the CADET Wardroom located in Chase Hall and patients in the Academy Clinic located in Michel Hall:</b>					
30001	Breakfast (Family Style)	179715	Meal	\$	\$
30002	Lunch (Family Style)	199944	Meal	\$	\$
30003	Dinner (Family Style)	21416	Meal	\$	\$
30004	Dinner (Buffet)	131417	Meal	\$	\$
30005	Box Lunch	14532	Meal	\$	\$
30006	Protein Bars	24600	Each	\$	\$
20007	Paper Products per person/meal	390000	Meal	\$	\$
<b>For the patrons of the Coast Guard Dining Facility located in Chase Hall:</b>					
30008	Breakfast	26572	Meal	\$	\$
30009	Lunch	41414	Meal	\$	\$
30010	Dinner	22591	Meal	\$	\$
<b>Special Events Pricing</b>					
30011	Light snack	3195	Snack	\$	\$
30012	Chapel Coffee Service	50	Package	\$	\$
30013	Picnic (Buffet Style w/servers) 1-600 meals	5745	Meal	\$	\$
30014	Picnic (Buffet Style w/servers) 600+ meals	6165	Meal	\$	\$
30015	Picnic (for pick-up, no servers) 1+ meals	690	Meal	\$	\$
30016	Banquets- Informal (Buffet) 1-150 meals	333	Meal	\$	\$
30017	Banquets- Informal (Buffet) 151-350 meals	250	Meal	\$	\$
30018	Banquets- Informal (Buffet) 351+ meals	2170	Meal	\$	\$
<b>Indefinite Delivery</b>					
30020	Formal Banquets total of (5) proposed in highlighted cells				\$
<b>OPTION PERIOD THREE TOTAL ESTIMATED AMOUNT:</b>					<b>\$</b>

\*The Price/Meal includes all labor, food costs, materials, G&A, overhead and profit.

\*\* Any variation in the quantities between CLINS 30001 – 30020 is acceptable as long as the funded amount is not exceeded.

**BANQUETS – Formal sit-down individual services IAW PWS pages 31 -32.** When catering Formal Sit Down Events, one of the five-entrée choices listed on page 32 (Filet Mignon, Delmonico Steak, NY Strip Steak, Fish, and Chicken Cordon Bleu) must be offered. If another entrée is requested, it must be approved by the COR. In addition, a vegetarian entrée must also be offered during these functions.

**In order to determine price reasonableness, each offer shall provide a price quote for each of the following example scenarios for formal banquets:**

Banquet	#1	#2	#3	#4	#5
# of Meals/Individuals	250	325	380	530	675
Range	1-250	251-350	351-450	451+	451+
Filet Mignon	80	75	70	117	112
Delmonico Steak	25	54	60	49	99
NY Strip Steak	25	72	60	98	89
Fish	25	35	40	75	57
Chicken Cordon Bleu	80	80	140	172	284
Vegetarian	15	9	10	19	34
<b>Total Banquet Price</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**OPTION PERIOD FOUR: 01 APRIL 2025 - 31 MARCH 2026**

CLIN	Description	Est. Qty	Unit	Price/Meal*	Estimated Total Amount
<b>For the patrons of the CADET Wardroom located in Chase Hall and patients in the Academy Clinic located in Michel Hall:</b>					
40001	Breakfast (Family Style)	179715	Meal	\$	\$
40002	Lunch (Family Style)	199944	Meal	\$	\$
40003	Dinner (Family Style)	21416	Meal	\$	\$
40004	Dinner (Buffet)	131417	Meal	\$	\$
40005	Box Lunch	14532	Meal	\$	\$
40006	Protein Bars	24600	Each	\$	\$
40007	Paper Products per person/meal	390000	Meal	\$	\$
<b>For the patrons of the Coast Guard Dining Facility located in Chase Hall:</b>					
40008	Breakfast	26572	Meal	\$	\$
40009	Lunch	41414	Meal	\$	\$
40010	Dinner	22591	Meal	\$	\$
<b>Special Events Pricing</b>					
40011	Light snack	3195	Snack	\$	\$
40012	Chapel Coffee Service	50	Package	\$	\$
40013	Picnic (Buffet Style w/servers) 1-600 meals	5745	Meal	\$	\$
40014	Picnic (Buffet Style w/servers) 600+ meals	6165	Meal	\$	\$
40015	Picnic (for pick-up, no servers) 1+ meals	690	Meal	\$	\$
40016	Banquets- Informal (Buffet) 1-150 meals	333	Meal	\$	\$
40017	Banquets- Informal (Buffet) 151-350 meals	250	Meal	\$	\$
40018	Banquets- Informal (Buffet) 351+ meals	2170	Meal	\$	\$
<b>Indefinite Delivery</b>					
40020	Formal Banquets total of (5) proposed banquets in highlighted cells				\$
<b>OPTION PERIOD FOUR TOTAL ESTIMATED AMOUNT:</b>					<b>\$</b>

\*The Price/Meal includes all labor, food costs, materials, G&A, overhead and profit.

\*\* Any variation in the quantities between CLINS 40001 – 40020 is acceptable as long as the funded amount is not exceeded.

**BANQUETS – Formal sit-down individual services IAW PWS pages 31 -32.** When catering Formal Sit Down Events, one of the five-entrée choices listed on page 32 (Filet Mignon, Delmonico Steak, NY Strip Steak, Fish, and Chicken Cordon Bleu) must be offered. If another entrée is requested, it must be approved by the COR. In addition, a vegetarian entrée must also be offered during these functions.

**In order to determine price reasonableness, each offer shall provide a price quote for each of the following example scenarios for formal banquets:**

Banquet	#1	#2	#3	#4	#5
# of Meals/Individuals	250	325	380	530	675
Range	1-250	251-350	351-450	451+	451+
Filet Mignon	80	75	70	117	112
Delmonico Steak	25	54	60	49	99
NY Strip Steak	25	72	60	98	89
Fish	25	35	40	75	57
Chicken Cordon Bleu	80	80	140	172	284
Vegetarian	15	9	10	19	34
<b>Total Banquet Price</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**OPTION PERIOD FIVE: 01 APRIL 2026 - 31 AUGUST 2026**

CLIN	Description	Est. Qty	Unit	Price/Meal*	Estimated Total Amount
<b>For the patrons of the CADET Wardroom located in Chase Hall and patients in the Academy Clinic located in Michel Hall:</b>					
50001	Breakfast (Family Style)	89857	Meal	\$	\$
50002	Lunch (Family Style)	99972	Meal	\$	\$
50003	Dinner (Family Style)	10708	Meal	\$	\$
50004	Dinner (Buffet)	65708	Meal	\$	\$
50005	Box Lunch	12889	Meal	\$	\$
50006	Protein Bars	7266	Meal	\$	\$
50007	Paper Products per person/meal	6561	Meal	\$	\$
<b>For the patrons of the Coast Guard Dining Facility located in Chase Hall:</b>					
50008	Breakfast	13286	Meal	\$	\$
50009	Lunch	20707	Meal	\$	\$
50010	Dinner	11295	Meal	\$	\$
<b>Special Events Pricing</b>					
50011	Light snack	1597	Snack	\$	\$
50012	Chapel Coffee Service	25	Package	\$	\$
50013	Picnic (Buffet Style w/servers) 1-600 meals	2872	Meal	\$	\$
50014	Picnic (Buffet Style w/servers) 600+ meals	3082	Meal	\$	\$
50015	Picnic (for pick-up, no servers) 1+ meals	345	Meal	\$	\$
50016	Banquets- Informal (Buffet) 1-150 meals	166	Meal	\$	\$
50017	Banquets- Informal (Buffet) 151-350 meals	125	Meal	\$	\$
50018	Banquets- Informal (Buffet) 351+ meals	1085	Meal	\$	\$
<b>Indefinite Delivery</b>					
50020	Formal Banquets total of (4) proposed banquets in highlighted cells				\$
<b>OPTION PERIOD FIVE TOTAL ESTIMATED AMOUNT</b>					<b>\$</b>

\*The Price/Meal includes all labor, food costs, materials, G&A, overhead and profit.

\*\* Any variation in the quantities between CLINS 50001 – 50020 is acceptable as long as the funded amount is not exceeded.

**BANQUETS – Formal sit-down individual services IAW PWS pages 31 -32.** When catering Formal Sit Down Events, one of the five-entrée choices listed on page 32 (Filet Mignon, Delmonico Steak, NY Strip Steak, Fish, and Chicken Cordon Bleu) must be offered. If another entrée is requested, it must be approved by the COR. In addition, a vegetarian entrée must also be offered during these functions.

**In order to determine price reasonableness, each offer shall provide a price quote for each of the following example scenarios for formal banquets:**

Banquet	#1	#2	#3	#4
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Filet Mignon	80	75	70	112
Delmonico Steak	25	54	60	99
NY Strip Steak	25	72	60	89
Fish	25	35	40	57
Chicken Cordon Bleu	80	80	140	284
Vegetarian	15	9	10	34
<b>Total Banquet Price</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**Performance Work Statement (PWS) for Full Food Services at USCG Academy, New London, CT**

**See Attachment 1**

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**SECTION C – CONTRACT CLAUSES**

The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition and includes the following addenda:

**C.1 Clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Sept 2013) (DHS–USCG DEVIATION 14-01)**

a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contractor employees established at 10 U.S.C. 2409 by section 827 of the NDAA for FY2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in section 3.908 of the FAR.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the Simplified Acquisition Threshold.

(End of Clause)

**C.2 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (DEVIATION 20-05)**

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

"Covered article" means any hardware, software, or service that

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

"Covered entity" means

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph ( c )(1) of this clause:

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(i) Within 1 business day from the date of such identification or notification: the contract number; the order number( s ), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(l) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph ( d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

**C.3 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (DEVIATION 20-05)(DEC 2020)**

(a) Definitions. As used in this clause-

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network ( e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). "Covered foreign country" means The People's Republic of China. "Covered telecommunications equipment or services" means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation ( or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company ( or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered ( e.g., connection of a customer

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of telephone provider A to a customer of telephone company B) or sharing data and other information resources. "Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4 .2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA Incidents@hg.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.clod.mil>. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number( s ), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph ( d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph ( e) and excluding paragraph (b )(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**C.4 FAR 52.216-4 - Economic Price Adjustment-Labor and Material (Jan 2017) (DEVIATION)**

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) of this clause. The Contracting Officer shall modify this contract

(1) to include the price adjustment and its effective date and

(2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for --

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.



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**The following is an addendum to FAR Clause 52.216-4, Economic Price Adjustment-Labor and Material (Jan 2017) (DEVIATION)**

**C.5 Format for Calculating Labor Adjustment**

(a) This contract contains FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Year Contracts), which defines the conditions when the wages, fringe benefits and accompanying social security, unemployment taxes and worker's compensation insurance are to be adjusted up or down. The intent of this clause is to provide a format for the labor adjustment pursuant to FAR 52.222-43. All contract line items shall be adjusted to the nearest cent based on the percentage change in the Department of Labor (DOL) Wage Determination or Union Agreement, whichever is effective for this contract, in accordance with the Service Contract Act as follows:

The adjustment shall be based on the change in the wage rate change issued by DOL or under the CBA from the WD issued in the contract or option modification from previous contract year to the current contract year as allowed by the Service Contract Act and the clause at FAR 52.222-43.

(b) A percentage of the contract price of each line item to which this contract clause applies, representing the proportion of the price attributable to labor, shall be increased or decreased by a percentage to the percentage change in the wage rate as indicated in paragraph (a) above.

**\*\*The percentage is \_\_\_\_\_%. Contractor is to fill out this percentage\*\***

(c) The annual adjustment for labor costs shall be incorporated into the meal price.

(1) It is necessary to compute the percentage change in labor rates which will be a weighted average for the for the following categories of labor used in this contract:

Baker, Cook I, Cook II, Dining Facility Attendant Leader, Salad Prep Specialist, Dining Facility Attendant, Cashier, Scullery Worker.

(2) It is then necessary to reflect this change into an adjusted fixed meal price, which will be billed to the Coast Guard during the contract year.

(d) The computation shall be calculated using the following terms:

(1) Actual Hours: The actual number of hours worked by the Contractor employees for the 12 month period ending 28 February of the previous contract year, by labor category.

(2) Current Year Wage Rate: The actual rate at the beginning of the Current contract year, computed on an hourly basis by labor category.

(3) Agreed Increase/Decrease in Hourly Rate: The dollar increase/decrease in the wage rates, benefits, and other payroll payments required by law as directed by DOL for the new contract year, computed on an hourly basis by labor category.

(e) The Contracting Officer or an authorized representative shall have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Contractor until the expiration of three (3) years after final payment under this contract.

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<b>Table 1. Example of Computation of Weighted Average Percentage Increase in Labor Rate</b>					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Labor Category	Actual Hours Worked	Current Year Wage Rate	Agreed Hourly Increase / Decrease	Percent Increase / Decrease	Column (5) X Column (2)
FSW	31,360	\$13.50	\$.30	2.22%	696
Cashier	2,184	\$13.00	\$.29	2.20%	48
Cook I	4,780	\$15.00	\$.35	2.31%	110
Cook II	8,773	\$14.75	\$.33	2.26%	198
	(A) 47,097				(B) 1,052*

\* (B) Divided by (A) = 1,052 / 47,097 = 2.23% weighted average percentage increase in labor rate.

<b>Table 2. Example of Adjustment to Meal Price for Labor Rate Increase / Decrease</b>	
<b>50% [Note 1] X .0223 [Note 2] X \$7.00 [Note 3] = \$0.078</b>	<b>\$0.08</b>

Note 1. This example uses 50% of the selling price (if the contractor had filled in paragraph C.2, b., above with 50%), to represent the proportion of costs attributable to labor.

Note 2. Weighted average percentage increase of labor rate.

Note 3. Current year meal price before adjustment for foodstuff or labor increase/decrease.

**C.6 Economic Price Adjustment for Foodstuffs.**

(a) The contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(b) The contract prices of the meal prices contract line items will be adjusted to the nearest cent on April 1 each year of the contract, based on the percentage change (up or down) in the Bureau of Labor Statistics (BLS) Producer Price Index for Commodities -- Finished Consumer Foods, Not Seasonally Adjusted, Series ID WPUFD4111, as follows:

(1) On each June 1 other than the base period, the adjustment shall be based on the change of the index June to May. For example, option year one's adjustment will use the change in the BLS rate from June 2021 to May 2022.

(c) A percentage of the contract price of each line item to which this contract clause applies, representing that portion of the price attributable to foodstuffs, shall be increased or decreased by the percentage of the percentage change in the Index as indicated in paragraphs (b)(1), above. **\*\*The percentage is \_\_\_\_%. Contractor is to fill out this percentage\*\***

(d) Percent changes in the Producer Price Indexes shall be calculated on data with the "Base Date: 198200" until the BLS publishes data on a new base from that time forward.

(e) If May data is not available for any year, the month with the most recently published data before May shall be used as the basis for the adjustment. If May data becomes available for the subsequent year, the selling price shall be increased or decreased by the percent change between the Index for whatever month was used in the previous year and the May index for the current year.

(f) Annual Producer Price Index adjustment is not progressive or cumulative. While the adjustment will alter the adjusted selling price per meal for the subsequent year calculations, the Producer Price Index annual adjustment applies only to the single following year.

(g) If the BLS Index specified in paragraph (b), above, is discontinued, the contracting parties shall agree on a new Index by November 1; provided, that if the BLS designated an Index with a new title and/or code number as being continuous with the original Index, the new Index shall be used. Unless the parties agree otherwise, the substitute Index shall be a

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food related Index which is calculated in such a manner and is based on such factors as would cause it to most closely tract the original Index.

(h) With these terms in effect, Tables 1 through 3, show some hypothetical data and calculations which might be made to determine the annual adjusted selling unit price for foodstuffs.

(i) No annual adjustment will be made in the contract prices until a detailed cost breakdown is received from the contractor that reflects the newly calculated cost/meal/day.

<b>Table 1. Example of Data for Escalation</b>			
BLS Series	May 19	May 20	12-Month % Change
Producer Price Index, Finished consumer foods not seasonally adjusted	206.4	212.3	2.9

Data used in the table is for May.

<b>Table 2. Example of Calculation Procedures</b>	
Adjustment Calculation	Adjusted Dollar Amount
<b>42.6% (.426) [Note 1] X 2.9% (.029)[Note 2] X \$7.00= .086</b>	<b>\$.09</b>

*Note 1.* This example uses 42.6% of the selling price to represent the portion of the costs attributable to foodstuffs.

*Note 2.* Each year's economic price adjustment (EPA) is calculated on the change in Index between December or the previous calendar year (other than the first). In this example, October data was used. This percentage is utilized to calculate the new EPA increase for the upcoming year that is then added to the negotiated contract price for the upcoming year.

Total Meal Price Calculation incorporating wage adjustment and foodstuff adjustment.

Meal Price: \$7.00  
 Wage Adjustment: \$0.08  
 Foodstuff Adjustment: \$0.09  
 Total Adjusted Meal Price: \$7.17

Meal Price \$7.00 + \$0.08 + \$0.09 = \$7.17

**C.7 FAR Clause 52.216-18 Ordering (Aug 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **September 1, 2021 through 31 August 2026.**

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

(c) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—

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- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
- (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.  
(End of clause)

**C.8 FAR Clause 52.216-19 Order Limitations (Oct 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of **\$6,932,273.54**;
  - (2) Any order for a combination of items in excess of **\$6,932,273.54**; or
  - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** *calendar* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.  
(End of clause)

**C.9 FAR Clause 52.216-21 Requirements (Oct 1995)**

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **August 31, 2026**.

(End of clause)

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**C.10 FAR Clause 52.218-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within *30 calendar days*.

(End of clause)

**C.11 FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days prior to contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

**C.12 Clause 52.219-14 Limitations on Subcontracting. (DEVIATION 19-01) (AUG 2020)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition*. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that, in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

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(2) Supplies (other than procurement from a non-manufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3), and (6) of this clause –  
*Contracting Officer check as appropriate.*

By the end of the base term of the contract and then by the end of each subsequent option period; or By the end of the performance period for each order issued under the contract. (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

**C.13 Clause 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. (DEVIATION 19-01) (AUG 2020)**

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

“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.

“WOSB Program Repository” means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB Program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Joint Venture.* A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) It meets the applicable size standard corresponding to the North American Industry Classification System code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern eligible under the WOSB Program;

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- (3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions—
- (i) Setting forth the purpose of the joint venture;
  - (ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;
  - (iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;
  - (iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and
  - (v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture; and
- (4) The Contracting Officer executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(End of Clause)

**C.14 FAR Clause 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)**

Funds are not presently available for performance under this contract beyond March 31, 2022. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond March 31, 2022, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**C.15 Clause 52.232-40, Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)  
(DEVIATION APR 2020)**

- (a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.
- (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

**C.16 HSAR Clause 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

- 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause

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(b) Clauses.

- 3052.203-70 Instructions for Contractor Disclosure of Violations
- 3052.204-71 Contractor Employee Access
- 3052.205-70 Advertisement, Publicizing Awards, and Releases
- 3052.215-70 Key Personnel or Facilities
- 3052.242-72 Contracting Officer's Technical Representative

(End of clause)

**C.17 HSAR 3052.215-70 Key Personnel or Facilities (DEC 2003)**

a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

PROJECT MANAGER: \_\_\_\_\_

ASSISTANT PROJECT MANAGER: \_\_\_\_\_

CHEF MANAGER: \_\_\_\_\_

(End of clause)

**C.18 HSAR Clause 3052.228-70 Insurance (Dec 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least **\$100,000** shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000 per occurrence.**

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in



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connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

**NOTE 1:** It is acceptable to submit a letter **from the Insurance Company** stating a Certificate of Insurance will be provided upon contract award. A letter from the Contractor will not be acceptable.

**NOTE 2:** The insurance policy shall contain the following endorsement: “Any cancellation or material change in the coverage adversely affecting the Government’s interest shall not be effective unless the insurer or the contractor gives **30 days** written notice of cancellation or change to the Contracting Officer”.

(End of clause)

**C.19 CGAP Subchapter 3004.1301-90 Policy for a Common Identification Standard for Federal Employees and Contractors and Trusted Associate Sponsorship System (TASS) (July 2016)**

- (a) “Contractor employee” means an employee of a firm, or an individual, under contract or subcontract to the Coast Guard to provide services and who requires physical and/or logical access to information systems and/or facilities.
- (b) Homeland Security Presidential Directive (HSPD)-12 mandates a Federal standard for secure and reliable forms of identification for Federal employees and contractor employees. The Common Access Card (CAC) is a personal identification card for the Department of Defense/Uniformed Services and complies with HSPD-12. The Coast Guard has instituted the CAC as its HSPD-12 compliant personal identification card for contractor and subcontractor employees who are required to access a Coast Guard, Department of Defense (DoD), or other federally-controlled computer information system and/or facility, or need public key infrastructure (PKI) authentication to perform their contractual duties. The Trusted Associate Sponsorship System (TASS) is the automated application process for obtaining a CAC.
- (c) Contractor and subcontractor employees working pursuant to this contract who are required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform their contractual duties shall use TASS to obtain a CAC.
- (d) The Contracting Officer Representative (COR) shall serve as the TASS Trusted Agent and is responsible for creating contractor accounts in the TASS approving, returning, or rejecting CAC applications (as applicable); re-verifying assigned contractors every six months; revoking contractor and employee eligibility for a CAC; and confiscating a CAC when the contract expires or when a contractor or subcontractor employee stops working under the contract.
- (e) Current standards require a favorable fingerprint check and verification of an initiated or completed investigation for all incoming Coast Guard contractor personnel before CAC issuance. The COR shall ensure that contractor personnel satisfy the security requirements for CAC issuance, and that completed fingerprint cards and electronic questionnaires for investigation processing are submitted to the U.S. Coast Guard Security Center (SECCEN).
- (f) The COR or Contracting Officer shall provide such forms to, or request such information from, contractor employees that may be necessary for obtaining a CAC via the TASS. Completed forms and information shall be submitted as directed by the COR or Contracting Officer. Contractors are responsible for the accuracy and completeness of the information submitted and for any liability resulting from the Government’s reliance on inaccurate or incomplete information.
- (g) Contractor or subcontractor employees who are declined via the TASS are ineligible to perform work under this contract. When an employee with a CAC is no longer performing work under this contract, the employee must return them to the COR or Contracting Officer on the same day the employee stops working.
- (h) The contractor shall insert this clause in all subcontracts when a subcontractor’s employee is required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform contractual duties.

(End of clause)

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**C.20 FAR 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 <https://acquisition.gov/browsefar>.

<b>FAR CLAUSES</b>		
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
<b>HSAR CLAUSES</b>		
3052.223-30	Accident and Fire Reporting (USCG)	Jun 2006

**C.21 FAR Clause 52.252-6 Authorized Deviations in Clauses (Apr 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

(End of Addendum to 52.212-4)

**C.22 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (JAN 2021)**

(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:

~~XX~~ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 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.)

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- 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).
- XX** (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.
- XX** (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 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 (Mar2020) (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) (15U.S.C. 637(a)(17)).
- XX** (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- \_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- XX** (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX** (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- XX** (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.
- XX** (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).

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- XX** (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX** (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).
- XX** (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).  
\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).  
\_\_ (ii) Alternate I (Jun2014) 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 (Jun2016) (E.O. 13693).
- \_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).  
\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_ (48) 52.225-1, Buy American-Supplies (Jan2021) (41 U.S.C. chapter 83).
- \_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.  
\_\_ (ii) Alternate I (Jan 2021) of 52.225-3.  
\_\_ (iii) Alternate II (Jan 2021) of 52.225-3.  
\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.
- \_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX** (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. 2302Note).
- \_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
- \_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (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 (Oct2018) (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).

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- \_\_\_ (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:

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor ( 29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

<b>Employee Class</b>	<b>Monetary wage-Fringe benefits</b>
07010 / Baker	WG-8 (\$25.24 + Fringe)
07041 / Cook 1	WG-6 (\$22.22 + Fringe)
07130 / Food Service Worker	WG-2 (\$19.42 + Fringe)
99030 / Cashier	GS-2 (15.49 + Fringe)

- XX** (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) ( 29U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- XX** (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- XX** (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- XX** (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

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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 2015) (E.O.11246).

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

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

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

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

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

(xiii)

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (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).

(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)

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**SECTION D: CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**D.1 LISTS OF ATTACHMENTS**

The following Attachments are applicable to this contract. Adjustments to these attachments are anticipated; however no changes, additions or deletions will be effective until a contract modification is completed. Any change, addition or deletion, to any of the attachments during the duration of this contract (including options, if exercised) may be initiated by either the Contracting Officer or the Contractor, with the final decision resting with the Contracting Officer.

Attachment 1	Performance Work Statement (PWS)
Attachment 2	Collective Bargaining Agreement
Attachment 3	Contract Discrepancy Report (CDR)
Technical Exhibit 1	Historical Meal Volume
Technical Exhibit 2	Dining Facility Forms
Technical Exhibit 3	Government Furnished Facilities & Equipment
Technical Exhibit 4	General Portion Size Guide
Technical Exhibit 5	Housekeeping Quality Standards & Frequency Chart
Technical Exhibit 6	Procedures for Table Settings
Technical Exhibit 7	Athletic Training Menu Guide
Technical Exhibit 8	Work Order System

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**SECTION E: SOLICITATION PROVISIONS**

**E.1 52.212-1 Instructions to Offerors—Commercial Items JUN 2020 (See SF1449)**

ADDENDUM to 52.212-1 Instructions to Offerors—Commercial Items (JUN 2020)

The following provisions are incorporated into 52.212-1 as an addendum:

**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 shall be submitted on the SF 1449. As a minimum, offers must –

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers shall include a technical proposal (non-price factors) and a price proposal. The offeror shall submit the number of copies of each volumes to the addresses and Contracting Officers listed in each section. Each volume of the proposal shall contain a master table of contents for the entire proposal, except for the SF 1449. This master table of contents shall identify major subparagraphs by volume, paragraph number and title as well as page number. The offeror's proposal may include a cross-reference list. Telegraphic or facsimile offers will not be accepted.

**Certification of Women-Owned Small Businesses (Deviation 21-01)**

If the offeror is not designated as certified or does not have a pending application for certification in the Dynamic Small Business Search (DSBS) at the time of the submission of the offer, its offer is not eligible for award and will be removed from consideration. Any award resulting from this solicitation will be made to a Women-Owned Small Business (WOSB) or Economically Disadvantaged Women-Owned Small Business (EDWOSB) concern designated as certified as a WOSB or EDWOSB concern in the DSBS. The DSBS website is located at [https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm). The WOSB and EDWOSB representations completed in response to FAR provisions 52.212-3, 52.219-1, or 52.219-28 will not be used for this award.

(End)

**VOLUME I – TECHNICAL PROPOSAL**

Offerors shall submit a proposal that addresses all aspects of the Performance Work Statement (PWS), Attachments, and Technical Exhibits.

The Technical proposal shall identify any Subcontractor(s) proposed under this solicitation. All technical elements applicable to the utilization of Subcontractors must be addressed in the Technical Proposal and detail provided.

The Technical Proposal should be as detailed as necessary to fully explain the proposed methods and rationale; it should reflect a clear understanding of the nature of the work being undertaken. The Technical Proposal shall include information on how the project is to be organized, staffed, and managed; addressing all requirements in the PWS, Attachments, and Technical Exhibits.

The Technical Proposal/Volume I shall not exceed 50 pages in length (minimum 11 pt font with Times New Roman font and no less than ½ inch margins. Page limitation includes any drawings, charts, images, etc., and excludes section dividers, table of contents, glossary of terms, cross-referencing indices, and resumes. If more than 50 pages (not counting excluded pages) are submitted, only the first 50 pages will be considered.

Offerors proposing an agreement or Subcontractor, shall include such arrangement in proposal package. In addition, offerors may utilize the proposed Subcontractor's Corporate Experience and/or Past Performance, the proposal shall clearly state this and shall demonstrate the experience so that the Contracting Officer can easily evaluate the proposal.



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**\*\* SUBMIT TWO (2) HARD COPIES and TWO (2) ELECTRONIC COPIES\*\***

FACTOR 1 – CORPORATE EXPERIENCE

FACTOR 2 – PAST PERFORMANCE

FACTOR 3 – TECHNICAL APPROACH

- Subfactor A: Menus
- Subfactor B: Key Personnel
- Subfactor C: Manning

FACTOR 4 – MANAGEMENT APPROACH

- Subfactor A: Subsistence Procurement Capability and Inventory Requirements
- Subfactor B: Quality Control Plan
- Subfactor C: Financial Capability
- Subfactor D: Recruitment/Retention
- Subfactor E: Organizational Structure/Support
- Subfactor F: Phase-In Plan

**Send Two (2) Hard Copy of Volume I to the following address:**

USCG Director of Operational Logistics (DOL)  
DOL-931 Commercial Support Services Branch  
Attn: Darryl Person  
300 East Main St, Suite 900  
Norfolk, VA 23510-9104

**Send Electronic copy via email to the following individuals:**

**Sherylan Spears – [Sherylan.Spears@uscg.mil](mailto:Sherylan.Spears@uscg.mil)**

**Darryl Person – [Darryl.Person@uscg.mil](mailto:Darryl.Person@uscg.mil)**

**VOLUME II – PRICE PROPOSAL**

**\*\* SUBMIT TWO (2) HARD COPY and TWO (2) ELECTRONIC COPIES\*\***

**Send Two (2) Hard Copy of Volume II to the following address:**

USCG Director of Operational Logistics (DOL)  
DOL-931 Commercial Support Services Branch  
Attn: Darryl Person  
300 East Main St, Suite 900  
Norfolk, VA 23510-9104

**Send electronic copy via email to the following individuals:**

**Sherylan Spears – [Sherylan.Spears@uscg.mil](mailto:Sherylan.Spears@uscg.mil)**

**Darryl Person – [Darryl.Person@uscg.mil](mailto:Darryl.Person@uscg.mil)**

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**GENERAL**

The Technical Proposal (Volume I) shall, at a minimum, be prepared in a format consistent with the evaluation criteria for contract award as specified in FAR Provision 52.212-2 of this solicitation. Technical Proposal shall contain sufficient detail to enable the Government to thoroughly evaluate the offeror’s technical competence and ability to comply with the PWS performance standards as well as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements. The offeror shall specifically address the actual methodology and approach proposed to accomplish the tasks associated with the evaluation criteria. The Technical Proposal shall be a stand-alone document containing all information necessary for the Government to perform a complete evaluation. Offeror statements consisting solely of comments such as, the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered insufficient.

**VOLUME I**

- FACTOR 1 – CORPORATE EXPERIENCE
- FACTOR 2 – PAST PERFORMANCE
- FACTOR 3 – TECHNICAL APPROACH
  - Subfactor A: Menus
  - Subfactor B: Key Personnel
  - Subfactor C: Manning
- FACTOR 4 – MANAGEMENT APPROACH
  - Subfactor A: Subsistence Procurement Capability and Inventory Requirements
  - Subfactor B: Quality Control Plan
  - Subfactor C: Financial Capability
  - Subfactor D: Recruitment/Retention
  - Subfactor E: Organizational Structure/Support
  - Subfactor F: Phase-In Plan

**VOLUME II- PRICE PROPOSAL (ELECTRONIC COPY)**

Offeror shall complete the Schedule of Services provided, for evaluation purposes.

- FACTOR 5: PRICE

**E.2 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 <https://acquisition.gov/browsefar>.

52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.212-4	Contract Terms and Conditions --Commercial Items	Oct 2018
52.217-5	Evaluation of Options	July 1990

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**E.3 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)**

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

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

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(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

**E.4 52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

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

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

**E.5 FAR Provision 52.233-2 Service of Protest (Sept 2006)**

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USCG Director of Operational Logistics  
ATTN: Darryl Person  
300 E. Main Street, Suite 965  
Norfolk, VA 23510-9109

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**E.6 FAR Provision 52.237-1 -- Site Visit (Deviation) (Apr 1984)**

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**SITE VISIT**

For security reasons and procedural expediency, each vendor may be represented by no more than two (2) members. Each individual must have a valid ID. In addition, all drivers must be able to provide registration and proof of insurance. During the site visit, all smart phones or cell phones are permitted but must be turned off during the site visit. Cameras and photography will be allowed inside the galley. Each visitor will be required to sign in and must stay with the site “tour” at all times. No other meetings for discussions with Government personnel shall be permitted. The Government

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reserves the right to inspect all material, briefcases, etc., entering or leaving Government facilities. Each individual in attendance must bring their own mask. Masks shall be worn at all times while visiting the USCA Academy.

**E.7 52.252-5 Authorized Deviations in Provisions (Apr 1984)**

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

(b) The use in this solicitation of any Federal Acquisition Regulation (FAR) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

(End of addendum)

**ADDENDUM E.8 52.212-2 Evaluation—Commercial Items (Oct 2014)**

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.

This acquisition will be conducted pursuant to the policies and procedures in FAR Part 15.101-1, Tradeoff Process. The USCG has established a Technical Evaluation Team (TET) to evaluate the proposals submitted for this acquisition. Proposals will be evaluated by the TET members in accordance with the procedures contained in FAR Part 15, and the Evaluation Factors hereinafter described.

**VOLUME I - TECHNICAL PROPOSAL**

**FACTOR 1: CORPORATE EXPERIENCE**

Offeror shall have a **minimum of five (5) years ongoing corporate experience** in the **past eight (8) years** in managing food service programs of comparable size and diversity of USCGA. Comparable size and diversity is defined as a contract to **“Provide adequate and nutritious meals to approximately 1000 cadets/students and other eligible patrons to include, but not limited to, preparing food, formal table service, family style meals, formal and special events, providing chef and management staff, ordering and managing food storage, providing meals for NCAA athletic training, providing meals to medical clinic, and providing boxed meals, as required.”** It should be noted that this factor addresses overall relevant experience for the company not the experience of individuals involved with contract performance. The offeror shall fully demonstrate, in writing, that their company meets the minimum five or more years corporate experience requirement.

**FACTOR 2: PAST PERFORMANCE**

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USCG and any information found using sources such as Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has satisfactory or neutral Past Performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Contractor. The Contractor should provide at least two (2) relevant past performance evaluations within the last two (2) years.

\*Offerors that do not demonstrate the minimum of two (2) relevant past performance evaluations within the last two (2) years, will NOT be considered for award.

**FACTOR 3: TECHNICAL APPROACH**

Each offeror shall demonstrate in sufficient detail a technical approach that will successfully accomplish the PWS.

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**Subfactor A: Menus**

The offeror shall develop and submit with offer, two (2) three-week cycle menus for each location (Cadet Wardroom and Coast Guard Dining Facility) and five sample training meal menus (in accordance with all requirements in the PWS and TE#8). Menu standards for CGDF can be found in the PWS, Section 5. Emphasis shall be on variety and creativity. The below format shall be used for menu submission. A separate chart shall be submitted for each week.

WEEK 1							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast							
Lunch							
Dinner							

**Subfactor B: Key Personnel**

(a) The offeror shall not base qualifications upon presumptions of future education or experience. Ancillary (non-key) personnel qualifications need not be documented in the proposal, but data may be required during negotiations or performance if ancillary (non-key) personnel qualifications are questioned. For all personnel proposed to be hired and/or permanently relocated, include a signed statement of intent by that person indicating willingness to be hired/relocated if the contract is awarded to the offeror.

(b) Resumes are only required for proposed key personnel. The Project Manager, the Assistant Project Manager and the Chef Manager are considered key personnel for services being performed. The key personnel resumes shall, as a minimum, demonstrate that the individual meets the educational and experience qualifications specified in the PWS (See Section 7) and shown below:

a. Requirements for Project Manager:

- Four-year degree in hotel/restaurant management or related field from an accredited college or university; and
  - Five (5) years experience in managing collegiate food service programs of comparable size and complexity of the Academy food service; and
  - At least two (2) of the five (5) years shall be served as a Project Manager.
- or
- Extensive experience, defined as not less than nine (9) years of progressively more responsible positions in collegiate food service programs of comparable size and complexity, as the Academy's food service; and
  - At least two (2) of the nine (9) years shall be as a Project Manager.

b. Requirements for Assistant Project Manager:

- Two-year degree in hotel/restaurant management or related field from an accredited college or university; and
- Five (5) years experience in managing collegiate Food Service programs of comparable size and complexity of the Academy Food Service; and
- At least two (2) of the five (5) years shall be served as Assistant Project Manager.

or

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- Extensive experience, defined as not less than seven (7) years of progressively more responsible positions in collegiate Food Service Programs of comparable size and complexity, as the Academy’s Food Service; and
- At least two (2) of the seven (7) years shall be as an Assistant Project Manager.

c. Requirements for Chef Manager:

- Two-year degree in hotel/restaurant management or related field from an accredited college or university; and
- Five (5) years experience in managing collegiate Food Service Programs of comparable size and complexity, as the Academy’s Food Service; and
- At least one (1) of the five (5) years shall have been served as Chef Manager or equivalent.

**Subfactor C: Manning**

The offeror shall demonstrate an ability to meet manning requirements for on-site key and ancillary (non-key) personnel for the dining facility and special events. Along with a narrative describing the manning portion of the proposal, the offeror shall also submit a manning chart in the following format:

Labor Category	Number of Employees	Number of Hours/Year

**FACTOR 4: MANAGEMENT APPROACH**

**Subfactor A: Subsistence Procurement Capability and Inventory Requirements**

The offeror shall submit a comprehensive procurement plan detailing purchasing methods that will be used to procure subsistence items. The offeror’s plan shall explain how subsistence will be procured during extended times of limited food availability such as natural disasters or national emergencies. The offeror shall maintain a subsistence inventory to sustain food service operations for a minimum for fourteen calendar days.

**Subfactor B: Quality Control Plan**

The offeror shall submit a comprehensive Quality Control Program (QCP) to meet the minimum requirements in the PWS (Section 8). The plan shall designate the name of the proposed key on-site management and ancillary (non-key) personnel who shall be responsible for ensuring quality control requirements for the dining facility.

**Subfactor C: Financial Capability**

Offeror must demonstrate they have or can get adequate financial resources to support and perform all requirements of PWS throughout the term of the contract. Offeror shall submit overall financial capability and strength of current relationships with financial institutions.

**Subfactor D: Recruitment/Retention**

Offeror shall demonstrate the method to be used in recruiting the necessary personnel to perform under this contract and processes in place to retain personnel. Describe the methods the firm proposes to utilize an orderly transition in conjunction with the existing Collective Bargaining Agreement.

**Subfactor E: Organizational Structure/Support**

Offeror shall submit the system of roles and responsibilities and values within their organization. Include functional statements of primary organizational elements and proposed staffing that will be participating in accomplishing defined tasks. Delineate the degree of authority the key on-site project manager(s) and his designated representatives will have for



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the total management of this contract (including operational and financial decisions). Specify matters he/she will be required to refer to the "Home Office" for decision.

**Subfactor F: Phase-in Plan**

Offeror shall submit a plan, which includes management and personnel staffing. Offerors shall demonstrate how their firm will effectively accomplish the transition in conjunction with the incumbent contractor. Plan shall meet requirements set forth in the PWS.

**VOLUME II - PRICE PROPOSAL**

Corporate Experience, Past Performance, Technical Approach, and Management Approach, when combined, are significantly more important than price. However, all other factors being equal, price will be a determining factor.

**Proposals will be evaluated in accordance with the requirements stated in FAR 52.212-1, Instruction to Offerors.**

(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).

(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.

Note : Offers from State Licensing Agencies (for Blind vendors) operating under the authority of the Randolph-Sheppard Act, 20 USC, 107(a-e), must be given a priority in accordance with regulations prescribed by the Secretary of Education at 34CFR 395.33. If an offer is received from a State Licensing Agency, the Government may consult with the Secretary of Education to determine whether any priority should be given that offer. This consultation may be necessary even if an offer is judged as not having a reasonable chance for being selected for award.

(End of provision)

**E.9 FAR 52.212-3 Offeror Representations and Certifications-Commercial Items. (FEB 2021), Alternate I (Oct 2014).**

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.

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*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"—

*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

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(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 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.

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(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 \_\_\_\_\_.

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*[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 CFR124.1002.

(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: \_\_\_\_\_

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(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) 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 to the Equal Opportunity clause of this solicitation; 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 parts 60-1 and 60-2), or

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov>/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)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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
_____	_____
_____	_____

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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)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

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<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* 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:

<b>Line Item No.</b>
_____
_____
_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* 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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [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":

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

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[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;

(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



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(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-

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM 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;

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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 CFR1.6049-4;  
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.* The Offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(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 (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:

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved].

(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 website 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.

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(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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(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)

*Alternate I (Oct2014).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

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