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

1. REQUISITION NO.	PAGE 1 OF
2121521PFF005	61

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			70Z08420QAA154700	26 May 2021

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Sherylan Spears	757-628-4128	17 June 2021 2:00 p.m

9. ISSUED BY CODE

United States Coast Guard
SILC DOL-9
300 East Main Street Suite 965
Norfolk VA 23510

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [x] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 562910

SIZE STANDARD: $22M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[x] SEE SCHEDULE		[ ]	N/A

14. METHOD OF SOLICITATION
[x] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

USCG Base Cape Cod
5217 East Hospital Road
Buzzards Bay, MA 02542

16. ADMINISTERED BY CODE

Sherylan Spears
DOL-9
300 East Main Street Suite 965
Norfolk, VA 23510

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. DUNS: DUNS+4:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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:

[ ] 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
	Provide Range Cleaning and Maintenance Services at U.S. Coast Guard Base Cape Cod with a base period beginning on or about 01 November 2021 through 31 October 2022, with (4) 12-month option periods; if exercised by the Government ending 31 October 2026. This acquisition shall be set aside for Women Owned Small Business. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] 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)	31c. DATE SIGNED
		Darryl Person Contracting Officer	

Range Cleaning and Maintenance Services at USCG Base Cape Cod
70Z08420QAA154700

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.

Range Cleaning and Maintenance Services at USCG Base Cape Cod
70Z08420QAA154700

ATTENTION TO OFFEROR

U.S. Coast Guard (USCG) Director of Operational Logistics (DOL) Office of Procurement and Contracting, Commercial Support Services Branch (DOL-931) invites you to submit an offer via the Acquisition of Commercial Items and Simplified Procedures for Certain Commercial Items (cf. Federal Acquisition Regulation [FAR] Part 12 and 13.5), to provide Range Cleaning and Maintenance Services at USCG Base Cape Cod.

The North American Industry Classification System (NAICS) code that applies to this Request for Quote (RFQ) is 562910 (Remediation Services) and its size standard is **$22M**.

These services are being solicited under RFQ Number:

70Z08420QAA154700

Any and all questions regarding this solicitation shall be submitted in writing via email to the Contract Specialist, Sherylan Spears, sherylan.spears@uscg.mil.

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 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, 08 June, 2021 at 10:00 AM ET. Please email a list of attendees to the Contract Specialist, Sherylan Spears, sherylan.spears@uscg.mil by 2:00 PM ET, Friday, 04 June 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, Friday, 11 June 2021 via email to the Contract Specialist, Sherylan Spears, sherylan.spears@uscg.mil. Telephone questions will not be accepted.

DUE DATE:

All offers shall be submitted by 2:00 PM ET Thursday, 17 June 2021 via email to the Contract Specialist, Sherylan Spears, 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.

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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:
   b. GOVERNMENT: Sherylan Spears, Contract Specialist
   U.S. Coast Guard
   DOL-9
   300 E. Main Street, Suite 965
   Norfolk, VA 23510
   757-628-4128 or 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:
   http://www.fincen.uscg.mil/electron_cg24.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.

   https://www.fincen.uscg.mil/centralinv/USCGVendorElectronicInvoiceSubmissionsQuickReferenceGuide.pdf

   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.

   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.

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

Invoice Routing Code: SILC PCB-2 (help)	Invoice Receipt Date: MM/DD/YY (help)
Contract Number: Requisition (help)	Invoice Number: (help)
Number: Delivery/Task Order (help)	Invoice Date: MM/DD/YY (help)
Number: (help)	Invoice Amount: (help)
	Discount Terms: Discount Days 30 Net Days (help)

Contractor Information	Attachment of Official Invoice
Contractor Name: (help)	
Submitter Name: (help)	
Submitter Email: (help)	
Submitter Phone: (help)	

5. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

Amendment No.	Date

B.2 SCHEDULE OF PRICES

BASE PERIOD: 01 May 2021 - 30 April 2022					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**Unit Price**	**TOTAL**
0001	Range Cleaning – Quarterly	4	LO	$	$
0002	Bullet Trap Maintenance – Quarterly	4	LO	$	$
0003	Ventilation Maintenance – Annual (6.7.4) (November)	1	LO	$	$
0004	Ventilation Maintenance – Semi Annual (6.7.2) (August and February)	2	LO	$	$
	Base Period Total				**$**
OPTION PERIOD ONE: 01 May 2022 - 30 April 2023					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**Unit Price**	**TOTAL**
1001	Range Cleaning – Quarterly	4	LO	$	$
1002	Bullet Trap Maintenance – Quarterly	4	LO	$	$
1003	Ventilation Maintenance – Annual (6.7.4) (November)	1	LO	$	$
1004	Ventilation Maintenance – Semi Annual (6.7.2) (August and February)	2	LO	$	$
	Option Period One Total				**$**
OPTION PERIOD TWO: 01 May 2023 - 30 April 2024					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**Unit Price**	**TOTAL**
2001	Range Cleaning – Quarterly	4	LO	$	$
2002	Bullet Trap Maintenance – Quarterly	4	LO	$	$
2003	Ventilation Maintenance – Annual (6.7.4) (November)	1	LO	$	$
2004	Ventilation Maintenance – Semi Annual (6.7.2) (August and February)	2	LO	$	$
	Option Period Two Total				**$**
OPTION PERIOD THREE: 01 May 2024 - 30 April 2025					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**Unit Price**	**TOTAL**
3001	Range Cleaning – Quarterly	4	LO	$	$
3002	Bullet Trap Maintenance – Quarterly	4	LO	$	$
3003	Ventilation Maintenance – Annual (6.7.4) (November)	1	LO	$	$
3004	Ventilation Maintenance – Semi Annual (6.7.2) (August and February)	2	LO	$	$
	Option Period Three Total				**$**
OPTION PERIOD FOUR: 01 May 2025 - 30 April 2026					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**Unit Price**	**TOTAL**
4001	Range Cleaning – Quarterly	4	LO	$	$
4002	Bullet Trap Maintenance – Quarterly	4	LO	$	$
4003	Ventilation Maintenance – Annual (6.7.4) (November)	1	LO	$	$
4004	Ventilation Maintenance – Semi Annual (6.7.2) (August and February)	2	LO	$	$
	Option Period Four Total				**$**
	Total Contract Value				**$**

SECTION C – TERMS AND CONDITIONS

52.212-4 Contract Terms and Conditions—Commercial Items (OCT 2018) (See SF1449)

C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions—Commercial Items

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.

The following clauses are incorporated into 52.212-4 as an addendum:

C.2 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.

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
52.228-5	Insurance – Work on a Government Installation	Jan 1997
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	Dec 2013

C.3 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (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 FY 2013 (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.4 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 ofDefense, 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 ofDefense, 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:
(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.5 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (DHS-USCG DEVIATION 20-05, Revision 2)

(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 ofpublic 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
Attachment 1 FAR Class Deviation 2020-05, Revision 2 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
(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 ofnuclear 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 of2018 (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 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)(l)(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.
Attachment 1 FAR Class Deviation 2020-05, Revision 2 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(2) Section 889(a)(l)(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)(l) 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
Attachment 1 FAR Class Deviation 2020-05, Revision 2 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment 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.

(e) *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.6 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.7 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, Revision 1)

(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;
(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.8 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

Employee Class	Occupation Code	Monetary/Wage + Fringe
Heating, Ventilation, and Air Conditioning Mechanic	23410	$30.18 + Fringe
General Maintenance Worker	23370	$24.00 + Fringe
Maintenance Trades Helper	23580	$19.59 + Fringe

(End of clause)

C.9 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 20-04) (Apr 2020)

(a)(l) 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.10 52.252-6 Authorized Deviations in Clauses (Nov 2020)

(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)

Homeland Security Acquisition Regulation (HSAR) Clauses

C.11 HSAR 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.]

(b) Clauses.
☒ 3052.204-71 Contractor Employee Access
☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases
☐ 3052.215-70 Key Personnel or Facilities (Dec 2003)
☒ 3052.242-72 Contracting Officer's Technical Representative

(End of clause)

C.12 HSAR 3052.223-90 Accident and Fire Reporting (USCG) (Dec 2003)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work that causes:
(1) A fatality or the loss as much as of at least one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
(2) Damage of $1,000 or more to Federal real or personal property; either real or personal;
(3) Damage of $1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
(4) Damage for which a contract time extension may be requested.
(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:
(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal real or personal property, the total value of which is estimated at $100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram, facsimile or e-mail transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.
(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:
(i) The extent of injury; and
(ii) The damage and cause of the accident or fire.
Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.
(c) The Contractor shall assure compliance by Subcontractors at all tiers with the requirements of this clause.

(End of clause)

C.13 HSAR 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 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)

(End of Addendum to 52.212-4)

C.14 52.212-5 Contract Terms and Conditions Required to Implement Statues or Executive Orders – Commercial Services (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:

_x_ (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).

__ (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.)

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

__ (5) [Reserved].

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

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

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

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

__ (10) [Reserved].

__ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-3.

__ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-4.

__ (13) [Reserved]

__ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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

__ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__ (ii) Alternate I (Mar 2020) of 52.219-7.
__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
__ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of 52.219-9.
__ (iii) Alternate II (Nov 2016) of 52.219-9.
__ (iv) Alternate III (Jun 2020) of 52.219-9.
__ (v) Alternate IV (Jun 2020) of 52.219-9
__ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__ (ii) Alternate I (Mar 2020) of 52.219-13.
__ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
_x_ (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)).
_x_ (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)).
_x_ (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).
_x_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_x_ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
__ (ii) Alternate I (Feb 1999) of 52.222-26.
__ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (Jul 2014) of 52.222-35.
__ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
__ (ii) Alternate I (Jul 2014) of 52.222-36.
__ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
_x_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_x_ (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).
_x_ (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.

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

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

__ (46) 52.223-21, Foams (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.

_x_ (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).

_x_ (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)).

_x_ (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).

__ (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:

_x_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

__ (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).

_x_ (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).

_x_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

_x_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

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

(e)

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

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

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

(vii) 52.222-26, Equal Opportunity (Sep 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)

SECTION D: CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Performance Work Statement for Range Cleaning and Maintenance Services at USCG Base Cape Cod

D.1 INTRODUCTION

1.1 The United States (U.S.) Coast Guard (USCG) Office of Procurement and Contracting Commercial Support Services Branch (DOL-931) is procuring for Range Cleaning and Maintenance Services for the USCG Base Cape Cod, MA, where the services will be performed. This Performance Work Statement (PWS) complies with USCG procurement policy to ensure consistent, results-oriented delivery of services and performance.

1.2 The Contractor shall ensure that these services are performed in a manner that ensures the health and safety of federal employees and members of the public; and, both the sanitary conditions and aesthetic appearance of federal property as required by various federal, environmental, safety and health regulations. Services shall provide superior customer service and well-maintained facilities that present a healthy, clean, neat and professional appearance in accordance with (IAW) all the terms and conditions of the contract. The Contractor shall use this PWS, as well as any approved plans to accomplish the tasks generated for this effort and to achieve the desired quality of service.

D.2 BACKGROUND

2.1 FORCECOM Armory Cape Cod (FCA-CC) in conjunction with Base Cape Cod (BCC) operates a live Small Arms Firing Range (SAFR). The facility is a six (6) lane SAFR that underwent a complete lead abatement and conversions to copper frangible ammunition in 2019. Copper frangible ammunition do release low concentrations of lead. Lead levels are expected to be low throughout the facility at present, apart from the range and bullet trap area. The SAFR is restricted to copper frangible ammunition at this time, but may return to lead ammunition in the future as required. The SAFR facility is comprised of various areas as defined in Section 3.2 and shown in Figure 1 shown on page 37 of this PWS. The Armory building that is attached to the SAFR is not part of this scope of work.

2.2 Period of Performance: The contract period of performance includes one (1) one-year base period and, if exercised, four (4) one-year option periods.

Base Period:	01 November 2021 – 31 October 2022
Option Period One	01 November 2022 – 31 October 2023
Option Period Two	01 November 2023 – 31 October 2024
Option Period Three	01 November 2024 – 31 October 2025
Option Period Four	01 November 2025 – 31 October 2026

2.3 Hours of Operation: Normal work hours shall be Monday through Friday, 0730 to 1600, with the exception of Federal Holidays, for non-emergency work and routine maintenance. During the months of November, February, May and August, cleaning and maintenance shall be scheduled with the SAFR Supervisor.

2.4 Place of Performance: Services shall be performed at SAFR located at 3438 Beaman St, Buzzards Bay, MA 02532. The Armory building that is attached to the SAFR is not part of this scope of work.

2.5 Federal Holidays: Contractor personnel shall not perform work on observed Federal holidays, unless prior approval is received from the Contracting Officer (KO). Government holidays are New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

D.3 SCOPE

3.1 The objective of this effort is to acquire services for the cleaning and maintenance of the SAFR, the associated lobby areas and the heating, exhaust, and ventilation systems. All work shall be performed IAW applicable State and Federal regulations and any applicable Department of Defense (DoD) or Department of Homeland Security (DHS) policies. This work includes all personnel, management, supervision, equipment, tools, supplies, materials, transportation, and all other items or services. The services shall be performed IAW all the terms and conditions of the anticipated contract.

3.1.1 Assumptions for this PWS are:

1. FCA-CC implements an effective lead awareness training program and protocols to prevent cross contamination of lead in the adjacent building 3439.
2. FCA-CC implements weekly housekeeping measures in the SAFR.
3. FCA-CC completes daily, weekly, and monthly preventative maintenance on the Savage Range Systems Model 800W with Drag Conveyor bullet trap as prescribed in the Operation and Maintenance Manuals, Attachments 1 and 2.
4. Bullet trap and HEPA Filter replacement will be completed in conjunction with an approved SAFR Cleaning.

3.2 Scheduled Maintenance: The Contractor shall provide a thorough cleaning of the SAFR Facility. Figure 1 shows the SAFR floor plan. Areas to be cleaned are listed below. Additionally, the Contractor shall perform preventative maintenance on the Savage Range Systems Model 800W Snail trap with Drag Conveyor and perform preventative maintenance of the industrial non re-circulating direct-fired heaters and associated ventilation system. More details regarding this work are provided in Section D.6 Technical Requirements.

a. The entry vestibule, classroom, mechanical room, two (2) closets and corridor
b. The firing line section, from the firing line back to the wall, with six (6) shooting lanes
c. The range portion which measures from the firing line to the beginning of the leading edge of the deflector plates
d. The trap area which contains a Savage Range Systems Model 800W Snail trap with Drag Conveyor
e. The conveyor space, crawl space beneath the conveyor, shelter and two (2) masonry openings in the rear of the structure
f. Ventilation ducting

3.3 Additional Maintenance: The Contractor shall conduct a closing conference with the COR and FORCECOM Armory Supervisor upon completion of services to inform USCG personnel of conditions found, and to make recommendations relative to correction, maintenance procedures, operations and continued safe operation. The Contractor shall immediately notify the COR and FORCECOM Armory Supervisor if a piece of equipment is found to be deficient, so that the equipment can be immediately removed from service until repairs have been made.

3.4 The Contractor shall propose a labor mix that will best accomplish the tasks set forth in this PWS; utilize the information provided within this PWS to determine the number of personnel believed are required to successfully perform the requirements listed herein. The numbers proposed by the Contractor shall be incorporated into the award. This procurement will be Firm Fixed Price (FFP); the Contractor may choose to add additional people at a later date, at no additional cost to the Government, to accomplish the required tasking.

3.5 Technical Exhibits (TEs): TEs can be found as an attachment to this PWS.

D.4 CONTRACTOR RESPONSIBLITIES

4.1 Licenses: The Contractor shall hold and maintain all required licenses and/or permits throughout the life of this contract.

4.1.1 In order to ensure the proper health and safety of BCC and FORCECOM Armory Employees, the Contractor must provide documentation to demonstrate experience in the cleaning SAFR facilities similar to that at BCC. The Contractor must also provide proof of state licensure and certification required to perform lead abatement work IAW 454 CMR 22.04

4.2 Re-Work: All work completed under this contract shall be subject to inspection by the COR during and after completion of each task. Unsatisfactory work shall be corrected at no additional cost to the Government.

4.3 Accident Reporting: All accidents which may occur during the performance resulting in death, personal injury, trauma, or occupational disease, shall be reported verbally to the COR within one (1) hour after occurrence, and in writing to the KO within 24 hours. This report shall give full details of the accident involved, including statements of all witnesses. If any claim is made against the Contractor by a third party, as a result of any accident, which occurs in connection with performance of this contract, the Contractor shall promptly report the fact in writing, to the KO and COR. The Contractor shall be responsible for restoring any damaged Government property or equipment caused by contractor operations or due to the negligence, abuse, or misuse of his/her employees. The restoration shall be to its original condition at no additional cost to the Government.

4.4 Staffing Plan: The Staffing Plan, at a minimum, shall be comprised of total proposed labor hours needed to perform the services required, which shall be submitted as specified in Section 7.0 of this PWS. The plan shall identify the number of hours (to include full- and part-time), job title and working hours, number of employees working, and number of supervisory personnel present during working hours.

Job Title	Total # of FTE	Total FTE Hours	Total # of PT empl.	Total PT Hours

4.5 Safety: The Contractor shall take all necessary precautions to meet proper safety standards and regulations of the State and Federal Codes. Occupational Safety and Health Act (OSHA) regulations apply to all work performed on site. In addition, the Contractor shall conform to any restrictions as may be outlined by the Base Safety Officer and Fire Department during the course of the anticipated contract.

4.6 Safety Data Sheet (SDS): The Contractor shall be solely responsible for any and all Contractor generated or owned hazardous materials. A copy of the SDS for each hazardous material to be used shall be provided to the COR prior to bringing materials on-site and commencement of work (see Section 6.0). While performing specific work herein, if potentially hazardous materials are utilized, the COR shall be notified prior to their use. If hazardous materials are encountered, the Contractor shall stop work and notify the COR immediately. The Contractor's responsibility for handling hazardous material is incidental to work performed, the Contractor shall handle, remove, and properly dispose of only those hazardous materials necessary to complete the contract work. All documentation for hazmat disposal shall be made available to the COR.

4.7 Damaged Government Property: The Contractor shall comply with Federal Acquisition Regulation (FAR) requirements 52.245-1. All existing grounds, utilities, equipment, building components and adjacent property, including vehicles, shall be protected from any damage resulting from contract operations. Contractors will be responsible for any damage to Government property. Damaged property (done by the Contractor) shall be repaired by the Contractor, at Contractor's expense, to meet previous existing conditions.

D.5 APPLICABLE DOCUMENTS

5.1 The Contractor shall comply with all applicable sections of the Code of Federal Regulations and other Federal, State and local laws, codes, regulations and procedures that are applicable to contract performance and to the Contractor personnel under this contract by:

a. Taking proper safety, health and noise reasonableness precautions to protect the work site, the workers, the public and the property of the government and others by utilizing safe products, equipment and qualified personnel to ensure the health and safety of all are in compliance with the Environmental Protection Agency (EPA) and the OSHA.
b. Ensuring all workers wear safety protection equipment required by equipment manufacturer and OSHA. Equipment shall be carefully maintained and operated with proper safety guards, devises and with discretion when near pedestrians or building residents.

5.2 The Government shall provide all publications listed, upon request. Supplements or amendments to listed publications may be issued during the life of the contract. The Contractor shall immediately implement those changes, which result in a decrease, or no change to the contract price.

Publication Number	Title
29 CFR 1910.1025	OSHA General Industry Lead Standard. These regulations establish a permissible exposure limit (PEL) for airborne exposure to lead at 50 µg/m^3 (8-hour TWA)
29 CFR 1910.120	OSHA Hazardous Waste Operations and Emergency Response Regulations
29 CFR 1910.134	Respiratory Protection Standard
105 CMR 460.000	Massachusetts Lead Poisoning Prevention and Control
454 CMR 22.04	Licensing Procedures for De-leading Contractors and Lead-safe Renovation Contractors
40 CFR 260 - 273	Federal Hazardous Waste Regulations
49 CFR	Department of Transportation Regulations
310 CMR 30	Massachusetts Hazardous Waste Regulations
Attachment 1	Operation and Maintenance Manual for Savage Range Systems Model 800W with Drag Conveyor
Attachment 2	Operation and Maintenance Manual for Bullet Trap Drag Conveyor
Attachment 3	Installation, operation, and maintenance manual for Intake ventilation
Attachment 4	Installation, operation, and maintenance manual for Exhaust ventilation
Attachment 5	Snail Lube Concentrate (Snail Oil) MSDS
Attachment 6	Navy Environmental Health Center Technical Manual NEHC - TM6290.99-10 Rev.1, Indoor Firing Ranges Industrial Hygiene Technical Guide

D.6 TECHNICAL REQUIREMENTS

6.1 The Contractor shall be responsible for required forms, expertise, tools, equipment, and other items, materials and skills necessary to complete all requirements stated herein. The Contractor shall manage the total work effort associated with the services required in this PWS to assure fully adequate and timely completion of these services, to include but is not limited to, planning, scheduling, work execution and remedies, report preparation, establishing and maintaining records and quality control.

6.2 Environmental Protection: The Contractor shall utilize safe products and equipment and qualified personnel to ensure the health and safety of all in compliance with the requirements of OSHA, the Environmental Protection Agency (EPA), and the regulations and standards of USCG Base Cape Cod stated herein. All environmental protection matters shall be coordinated with the COR. The Contractor shall be responsible for any fines, penalties or charges associated with citations issued by Federal, State or local officials for noncompliance with environmental standards.

6.3 Contractor Set-Up: Prior to initiating work, the Contractor shall follow these minimum requirements including but not limited to any additional applicable state and federal regulations and any applicable DOD and/or DHS policies:

a. The Contractor shall post signs containing the minimum following language:

CAUTION LEAD WORK AREA NO EATING DRINKING OR SMOKING KEEP OUT

b. Signs shall be posted at the main entrance doors to the range complex and remain in place for the duration of cleaning activities.
c. Secure the area in front of the range entrances with "CAUTION" tape
d. Establish separate decontamination and waste collection areas. One (1) at the main door to the range and one (1) at the rear of the range at the entrance to the space behind the trap.
e. Close all doors and vents to spaces not being cleaned to include exterior doors.
f. Establish and maintain an air change at least every 15 minutes (range complex shall remain under negative pressure at all times during cleaning operations) utilizing the Contractors HEPA filtered negative air pressure equipment and/or the ranges ventilation systems.
g. The Contractor shall utilize air monitoring equipment to record levels of airborne lead from both inside and outside the work zone.
h. The Contractor shall implement effective control measures to ensure lead particles do not contaminate the outdoor environment.

6.4 Waste Disposal Procedures: The Contractor shall be responsible for the proper packaging, transportation, and disposal of all Hazardous Waste items IAW state and federal regulations. Prior to shipment of Hazardous Waste, the Hazardous Waste manifest will be provided to the Environmental Health & Safety office (EHS) for inspection and signature. For all waste shipped as "non-hazardous" a hazardous waste manifest analysis shall be provided to EHS documenting that the waste is not hazardous. For example, non-hazardous lead containing waste shall be accompanied by a documented Toxic Characteristic Leaching Procedure (TCLP) analysis for lead (Pb), indicating lead concentration is <5.0 ppm.

6.5 Range Cleaning: The Contractor shall at a minimum, conduct cleaning services utilizing the most current industry standards to reduce lead (Pb) concentrations. Prior to any cleaning work, the Contractor shall measure and record the airflow at the firing line, in each shooting lane at a height of one (1) foot, three (3) feet and five (5) feet using a currently calibrated anemometer. Report results in writing in cubic feet per minute (CFM) of air flow to the COR and FORCECOM Armory Supervisor (Note: the COR and FORCECOM Armory Supervisor shall be contacted prior to the collection of any readings as the USCG reserves the right to be present during any sampling).

a. Notify the COR of any deficiencies observed in performance of the ventilation system.
b. Clean ventilation system ducting and air intake grates.
c. HEPA vacuum dust and lose debris from range complex to include ceiling, walls, sound-proofing surfaces, floors and the crawl space under the lower deflector plate. This work shall include all porous and non-porous surfaces.
d. Utilizing mops and/or rags treated with a five percent high phosphate detergent such as Tri Sodium Phosphate (TSP), equivalent, or superior lead cleaning product triple wipe, rinsing between each series of wipes as well as a rinse after the final wipe; dividers, walls, floor, booths, deflectors, trap, any non-porous surface in the range complex.
e. Segregate used mop heads, rags, and other used cleaning materials in Hazardous Waste disposal container.
f. Clean areas in a sequence that will prevent crossing from a contaminated area to a clean area.
g. Following all cleaning work, the Contractor shall measure and record the airflow at the firing line, in each shooting lane at a height of one (1) foot, three (3) feet and five (5) feet using a currently calibrated anemometer. Report results in writing in CFM of air flow to the COR and FORCECOM Armory Supervisor.
h. Document and report any observed problems and/or out-of-scope maintenance that may be required to the COR.
i. Additional cleaning services to achieve lead concentration levels set forth in this requirement shall be on an as needed basis.

6.6 Bullet Trap Maintenance: Provide preventative maintenance on the Savage Range Systems Model 800W with Drag Conveyor. Maintenance will be conducted quarterly and within the same five (5) day timeframe as the cleaning.The routine and preventative maintenance requirements are defined in Attachment 1, Operation and Maintenance (O&M) Manual Savage Range Systems Model 800W with Drag Conveyor, Section V and Attachment 2, O&M Manual Bullet Trap Drag Conveyor Information, pages 5-9. The Contractor shall combine all items listed as daily, weekly, monthly and quarterly into the quarterly maintenance. In addition, the Contractor shall include two (2) iterations of the semi-annual and one (1) iteration of the annual maintenance requirements in agreed upon quarterly timeframes over the twelve month period. Instructions for maintenance procedures are included in Attachment 1 Section VIII. Furthermore the Attachments 1 and 2 include sections on troubleshooting which shall be applied as needed.

6.6.1 The Contractor shall provide a written report of maintenance work performed including deficiencies identified within the Savage Range System bullet trap and drag conveyor. The report may be provided up to three (3) weeks after maintenance is accomplished. Emergency deficiencies shall be verbally reported to the COR on the day of observation and followed up in a written report.

6.7 Industrial Non Re-Circulating Direct Heater and Ventilation Maintenance

6.7.1 Change the pre-filters on the exhaust ventilation system and direct-heater quarterly. Filter changes will be conducted within the same five (5) day timeframe as the range cleaning. Filters shall be furnished by the Government.

6.7.2 Change the HEPA filters on the exhaust ventilation system semi-annually. Filter changes will be conducted within the same five (5) day timeframe as the range cleaning. Filters will be furnished by the Government. HEPA filters shall only be changed during the August and February cleanings.

6.7.3 Check the belt tension on a quarterly basis as per page 40 of Attachment 3- Installation & Operation Guide for Industrial Non Re-circulating Direct-Fired Heaters.

6.7.4 During the month of November, the following shall be completed annually. Once completed, the Contractor shall submit a written report to the COR, identifying any deficiencies.

- Inspect bearings for wear and deterioration.
- Check blower bearings for lubrication and lubricate as per page 39 of Attachment 3 if necessary.
- Inspect belt wear and replace torn or worn belts.
- Inspect bolts and set screws for tightness. Tighten as necessary.
- Inspect motor for cleanliness. Clean exterior surfaces only. Remove dust and grease from the motor housing to ensure proper motor cooling.
- Remove dirt and grease from the wheel and housing to prevent imbalance and damage.
- Check for gas leaks. Notify the COR and/or Armory Supervisor immediately, in case of emergency.
- Clean flame sensor by rubbing with steel wool to remove any rust/debris build-up.
- Clean burner with a wire brush and ensure burner ports are free and clear of debris. Then wipe the burner with a clean rag.
- More detailed instructions and a guide to troubleshooting can be found in Attachment 3.

6.8 Spill and Releases: The Contractor shall take measures to prevent spills of hazardous materials. For the purpose of this section, a spill is defined as an uncontrolled release of federal or state regulated materials, including petroleum products, oils, and lead.

6.8.1 Container Storage: The Contractor shall manage all material and waste containers in a manner intended to prevent leaking, spilling, or tipping as described throughout this section as well as in the BCC Spill Prevention Control and Countermeasures (SPCC) Plan.

6.8.2 Equipment Maintenance: The Contractor shall not perform equipment maintenance on site. Should a gas leak occur, the Contractor shall isolate/secure the leak at the building's exterior meter. Notify the COR and/or Armory Supervisor immediately. In no instance shall routine maintenance of personal or company provided vehicles occur on Joint Base Cape Cod.

6.8.3 Absorbent Materials: The Contractor shall supply on-site spill response equipment appropriate to the risk of release associated with the materials being used. This includes but may not be limited to absorbent materials and at least one (1) DOT shippable container for accumulating spill debris on-site.

6.8.4 Release Response: Suspected potential and actual leaks, releases, or spills shall be investigated and corrected by the Contractor immediately upon discovery. The adequacy of clean-up is determined by the COR and BCC EH&S staff. The Contractor shall be responsible for all costs associated with the clean-up including associated disposal costs.

6.8.5 Notifications: The Contractor shall immediately make the appropriate notifications in accordance with the BCC SPCC Plan for releases of oils and all other environmental hazards to include lead. The Contractor will ensure the COR and FORCECOM Armory Supervisor are also notified.

D.7 DELIVERABLES

The Contractor shall submit the following Deliverables IAW the table below. Two (2) copies of each Deliverable shall be provided as follows: one (1) for the KO and one (1) for the COR, unless otherwise noted. It is the responsibility of the Contractor in meeting the deliverable format, content and schedule IAW the table below. Electronic submissions are acceptable provided the format is compatible with MS Word 2010.

Deliverables	Frequency	To Whom	Date Required
Certificate of Insurance as required by FAR 52.228-5	Prior to expiration or revision		NLT ten (10) days of contract award; then Anniversary of policy renewal
Licensure (Section 4.1)			**Submitted with Quote**
Accident Report (Section 4.3)	As necessary		Verbally to the COR within one (1) hour after occurrence, and in writing to the KO within 24 hrs.
Staffing Plan (Section 4.4)			**Submitted with Quote**
SDS (Section 4.6)	As necessary	COR	Prior to contract start date
Range Cleaning Report (Section 6.5)		COR	Prior to any cleaning work and after all cleaning work
Bullet Trap Maintenance Report (Section 6.6.1)		COR	NLT three (3) weeks after maintenance is completed
Annual Report (Section 6.7.4)		COR	Upon completion of annual maintenance
Resume (Key Personnel) (Section 8.2)			**Submitted with Quote**
Employee List (Section 8.4)	Prior to expiration or revision		NLT fifteen (15) business days after award date
Post Award Conference (Section 10.1)			NLT fifteen (15) business days after award date
Status Meetings (Section 10.2)	As necessary	COR	Weekly during first month, then quarterly as determined by the COR
General Reports (Section 10.3.1)			Within ten (10) days prior to expiration of contract
Equipment List (Section 11.3)		COR	NLT seven (7) calendar days prior to initiating the first cleaning
Quality Control Plan (Section 12.2)	As revised		Within ten (10) business days after Post Award Conference
Phase-In Plan (Section 15.1)			Within ten (10) business days of being notified of the award
Phase-Out Employee List (Section 15.2)	As required	KO	NLT thirty (30) calendar days before the completion of the contract and ten (10) business days prior to completion of contract

D.8 PERSONNEL REQUIREMENTS/QUALIFICATIONS

8.1 Management: The Contractor shall manage the total work effort associated with the services required to assure adequate and timely completion of all requirements. Such management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall also provide trained staff with the necessary management expertise to assure the performance of the required work; and, trained and experienced personnel who meet established standards to effectively perform the requirements and who exhibit capability to perform with minimum supervision. The Contractor shall submit the necessary personnel documentation; staffing lists and schedules (see Section 7.0).

8.1.1 Contractor's management responsibilities include, but are not limited to the following:

a. Ensure employees understand the work to be performed on orders to which they are assigned.
b. Ensure employees know their management chain and exhibit professional conduct to perform in the best interest of the Government.
c. Ensure employees adhere to applicable laws and regulations governing Contractor performance and relationships with the Government.
d. Ensure contract employees do not create actual or apparent personal service relationships.
e. Ensure high quality results are achieved through task performance.

8.2 On-Site Supervisor (Key Personnel): The Contractor shall provide a qualified On-Site Working Supervisor to manage Contractor personnel at the work site at all times while work is being performed for this contract without exception. This person shall be present at all times while work is being performed. The On-Site Supervisor shall be experienced with managing personnel, scheduling, operations, practices, techniques, and have full authority to act for the Contractor on all matters relating to the daily performance of the contract work. This individual shall be the primary point of contact with the Government.

8.2.1 The On-Site Supervisor shall be available to discuss contract matters and performance issues with the KO and/or the COR within one (1) hour of notification during the core hours of 0730 to 1600, Monday through Friday. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. When the On-Site Supervisor is absent for an extended period (more than one (1) hour), the COR shall be notified and the Contractor shall appoint a qualified substitute. The On-Site Supervisor shall provide the COR a cellular phone number where they can be reached at all times during the working hours.

8.2.2 The On-Site Supervisor shall have a minimum of five (5) years of experience managing the cleaning and maintaining of indoor fire arm ranges and their ventilation systems and specific experience with the Cambridge Ventilation System and filters. The On-Site Supervisor must have all required licenses and certification as required by the Regulations of Massachusetts State Agencies (RCSA).

8.3 Contractor Employees: Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor shall select, supervise and exercise control and direction over its employees during the life of this requirements. The Contractor shall maintain records that support the personnel hired meet the minimum qualifications of the position at the time they were hired. These records shall be made available to the KO or designee upon request.

8.3.1 The Government will not exercise supervision or control over the Contractor in the performance of services. The Contractor shall not supervise, direct, or control the activities of Government personnel or the employees of any other Contractor, except any subcontractor employed by the Contractor.

8.4 Employee List: The Contractor shall provide a list of all personnel, 15 days after contract award, that will be performing all requirements herein and the list shall be updated when changes occur (see Section 7.0). This list shall also include the employee's position, and telephone number. Contractor personnel not listed may be denied

access to the USCG facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the USCG facility.

8.5 Personnel Management: This requirement requires a full range of management duties including planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide a staff of experienced personnel with the necessary expertise to assure the performance of work IAW sound and efficient management practices. The Contractor shall be responsible for the employment, training, guidance, and supervision of personnel to accomplish the contract. Contractor personnel found not to meet qualifications or performance standards shall be removed from performing under the contract.

8.6 Employee Conduct: The Contractor shall be responsible for and maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action with respect to the employee(s), as necessary. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with these standards. The Contractor shall immediately replace such employee to maintain continuity of services at no additional cost to the Government. If any Government property is broken or damaged by the Contractor employees, the property will be replaced in kind or repaired. The On-Site Supervisor shall ensure Contractor employees understand and abide by DHS established rules, regulations and policies concerning safety and security.

8.7 Alcohol and Controlled Substances: Contractor employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the job site and/or Government property. Any Contractor employee using a controlled substance prescribed by a physician, shall get written permission from the COR to continue performance of assigned duties for this contract. Any Contractor employee found to be in violation of this section will be permanently prohibited from the USCG property. Actions taken under this section shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely service as required in this PWS.

8.8 Security: The Contractor shall comply with all Base security requirements, regulations and directives as identified herein and other security requirements cited elsewhere in the contract. Contractor vehicles or personally owned vehicles require valid registration, inspection certificates, motor vehicle operator license and insurance documentation for access to USCG Base.

8.8.1 The Contractor is responsible to see that all employees working on the contract provide the necessary documentation to apply for, and be issued vehicle passes. The Government shall, upon request, furnish vehicle passes to the Contractor for essential personnel. Prior to issuance of passes, each vehicle and driver shall meet all state, local, and federal facilities license and regulation requirements. Each Contractor provided vehicle shall show the Contractor's name so that it is clearly visible and shall at all times, display state license and safety inspection sticker.

8.9 Contractor Personnel Qualifications: The Contractor employees shall hold any licenses and/or permits required by law (see Section 4.1) throughout the life of this contract. The Contractor shall also maintain records for all employees hired.

a. Ability to read, write and clearly speak, and understand English. They shall be able to accurately fulfill the reporting requirements of the contract.
b. Shall be U.S. citizens or legal residents who have been lawfully admitted for permanent residence into the U.S. The Contractor shall obtain signed statements from all and potential employees to be assigned work under this contract, attesting they have been informed of these restrictions.
c. Shall be in good health and free of any communicable disease while performing work at this facility. Any necessary medical certificates, exams, and treatments are at the expense of the Contractor.

8.10 Employee Identification/Uniform: Contractor employees shall wear distinctive uniform clothing and high visibility vests for ready identification. The uniform shall have the Contractor's logo, name, in sufficient size to read at a distance of approximately ten (10) feet, affixed thereon in a permanent manner. Any color or color combination maybe used for the uniforms **except** blue. The Contractor shall ensure employees' uniforms are clean and well maintained while performing work under this contract. Contractor personnel shall have identification badges in view at all times while working on USCG facilities. Visiting Contractor employees shall comply with all Government escort rules and requirements.

8.11 Removing Contractor Employees for Misconduct/Non-Performance/Security Reasons: The Government may, at its sole discretion, direct the Contractor to remove any Contractor employee from DHS facilities for misconduct, non-performance, or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The COR will provide the Contractor with a written explanation to support any direction to remove an employee.

8.12 Employee Safety Requirements: The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations. All equipment operators shall wear safety protection equipment required and/or recommended by the equipment manufacturer and OSHA. All power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA.

D.9 SAFETY REQUIREMENTS

9.1 The Contractor is solely responsible for compliance with all Federal, State and local laws, including but not limited to OSHA (Public Law 91-596) and the resulting standards, OSHA Standard 29 Code of Federal Regulations (CFR) 1910 and any USCG Instructions as applicable, and the protection of their employees. Note: USCG Instructions are annotated because many of the USCG standards exceed the OSHA standard criteria. If a conflict is noted, the most stringent requirement takes precedence. The Government shall assume no liability or responsibility for the Contractor's compliance or non-compliance with such requirements. In addition, the Contractor is required to flow down the safety requirements/specifications to all subcontracts/subcontractors. Safety requirements listed herein that do not concern Contractor's operations or services shall be considered self-deleting as mutually agreed by the KO and the Contractor.

9.1.1 The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available upon request by the KO. The Contractor shall be liable for, and shall indemnify and hold harmless the USCG against, all actions or claims pertaining to the "personal" safety requirements of employees. The USCG will NOT provide Contractors with respiratory protection, safety shoes, prescription eyewear, or any other personal protective equipment. In addition, the Government is not responsible for medical examinations, hearing testing, substance abuse testing, or any other type of testing for Contractor employees.

9.1.2 The Contractor shall cease all work if the KO issues a Stop Work Order for failure to comply with safety requirements. Work shall continue when compliance with safety requirements has been achieved and the KO has issued a Notice to Proceed. The Government will not allow time extensions or payments for excess costs to the Contractor caused by Stop Work Orders issued as a result safety hazard.

9.2 Notification of Environmental Spills: If the Contractor spills or releases any hazardous substance listed in 40 CFR 302 into the environment, the Contractor or its agent shall immediately report the incident to the cognizant fire department or local emergency response number. The incident shall also be reported to the COR and KO. If the amount released meets or exceeds the reportable quantity as listed in 40 CFR 302, the Contractor or its agent shall immediately notify the National Response Center (1-800-424-8802). The liability for the spill or release of such substances rests solely with the Contractor and its agent. A Hazardous Material Control Program shall be in effect to inform employees of potential hazards if and when chemicals are used. The Contractor shall maintain SDS IAW OSHA 29 CFR 1910.1200 and ensure the information is provided to the employees for review of safety and health information.

9.3 Safety Equipment: The Contractor shall provide their employees with all personal protective equipment (PPE) required to safely accomplish all tasks. The Contractor's employees shall use required PPE or clothing and/or use equipment appropriate to the work being done at all times. All power operating equipment and all hand tools shall be operated within the safety parameters as defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices and with discretion when near any personnel. The COR may stop work if equipment or methods is found to be unsafe. Any work not satisfactorily completed will result in reduction of payment.

D.10 MEETINGS AND REPORTS

10.1 Post Award Conference: The Contractor shall attend a Post Award Conference with the KO and COR no later than 15 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the KO, is to discuss technical and contracting objectives of this anticipated contract and review the Contractor's QCP. The Post Award Conference will be held at the Government's facility or via teleconference.

10.2 Status Meetings: The Contractor On-Site Supervisor shall be required to meet on a weekly basis with the COR during the first month of the anticipated contract. As determined by the COR, meetings may be as often as necessary but, no less than quarterly. Time and location will be mutually agreed upon. The minutes of the meetings shall be prepared by the Contractor, and signed by the Contractor's Representative and the COR.

10.2.1 Discussions shall include, but not limited to: deliverables, progress, exchange information, resolve emergent technical problems, and issues.

10.3 General Reports Requirements: The Contractor shall provide all reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Microsoft Office 2016). The reports shall be signed electronically or by hand.

D.11 CONTRACTOR FURNISHED ITEMS, MATERIALS, EQUIPMENT AND SERVICES, AND CONTRACTOR ACCESS TO GOVERNMENT OWNED FACILITIES, EQUIPMENT AND SERVICES

11.1 Access to Government Facilities, Equipment, Materials and Services: The Contractor will have access to certain Government owned facilities and utilities for use only in connection with this contract. The use of Government owned property for other purposes is prohibited. All such facilities and utilities will be provided in an "as is" condition. The Contractor shall not modify or alter any Government owned property without the written approval of the COR. Any approved modification or alteration shall be at no cost to the Government. The Contractor shall restore the Government owned property to the condition in which received at no cost to the Government, except for reasonable wear and tear, at the completion of this contract performance or termination except as otherwise approved by the COR.

11.2 Facilities: The Contractor shall take adequate precautions to prevent fire hazards, odors and vermin in Government owned facilities.

11.3 The Contractor shall furnish a list of the following items, and any other items, necessary to accomplish the work required to the COR seven (7) calendar days prior to initiating the first cleaning event. The list shall, at a minimum include the following items:

a. PPE (i.e., gloves, Tyvek, NIOSH approved respirators) to be utilized by the Contractor for cleaning events.
b. Cleaning Equipment – The Contractor shall supply a list of cleaning equipment to be used on-site including, at minimum, a means to provide negative air pressure if the range's ventilation system is not utilized, HEPA filter vacuum(s) and replacement filters, and a means to wipe-down surface areas with a high phosphate TSP solution, or equivalent.

c. Personal Air Monitoring Equipment for Contractors – The Contractor shall utilize adequate air monitoring equipment or provide current documentation that will verify that the selected respiratory protection is adequate.
d. DOT-Shippable Containers – The Contractor shall provide appropriate DOT-shippable containers for waste disposal purposes. Containers size shall not exceed 55 gallons unless approved by the COR.

D.12 CONTRACTOR QUALITY CONTROL (QC) REQUIREMENTS

12.1 The QC is the driver for product quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step in ensuring a "self-correcting" contract is to ensure that the Government approved QC program provides the measures needed to lead the Contractor to success. Careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

12.2 Contractor Quality Control Plan (QCP): The Contractor shall develop, maintain and submit within ten (10) business days after Post Award Conference, a complete QCP delineating the Contractor's QC Program/Inspection System to monitor and control their performance of services. The QC Program/Inspection System shall establish and explain in detail, how the Contractor will maintain Quality Processes of providing the ITM services required. The COR will approve any changes to the QCP prior to the Contractor implementation. If the COR perceives such changes to be other than minor, approval by the KO is necessary. The QCP that is acceptable to the Government and which assures the requirements of the contract shall be met, shall be submitted by the Contractor as specified in Section 7.0.

12.3 Quality Control Program/Inspection System: The QC system shall encompass all functions of this contract. It shall specify areas to be inspected, on both a scheduled or unscheduled basis, and list the title(s) of the individual(s) conducting the inspection. The Contractor shall develop and implement QC procedures addressing the areas identified in the PWS and shall implement procedures to identify, prevent, and ensure non-recurrence of defective services. The inspection system shall be designed to keep the Contractor's management and the USCG informed of all issues affecting quality, to include timely and effective corrective actions. The QC records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency, and number of observations made, the number and type of deficiencies found, and the nature of corrective action taken, as appropriate. The Contractor shall ensure that QC includes timely and effective corrective actions for all deficiencies identified by the Government.

12.4 Contents: Shall include, but are not limited to, the following:

a. Introduction to the Quality Control System:
   1. Background and rationale for the System.
   2. Objectives in using QC.
   3. Successes with and updates for the System.

b. QC Process for the Various Tasks:
   1. Inspection Procedures - Steps (i.e., checklist used in inspecting performance during regularly scheduled/unscheduled inspections/testing; method of documenting and enforcing quality control operations) to identify conformance indicators and actions taken if nonconformance is found covering all of the service requirements of this contract.
   2. Means of Identifying and Resolving Problems - A system for identifying and correcting deficiencies in the Quality Process of services before the level of performance becomes unacceptable and/or the Government inspections point out the deficiencies.
   3. Roles and Responsibilities – The name(s) of the individual(s) who will perform the inspection.

c. Specific QC Functions:
   1. Training plan outlining names, topics, and completion dates; and the name(s) of the individual(s) who will perform the inspections.
   2. Labor practices (i.e., hiring, retention and rewards, and substitutions).
   3. Compliance with security, safety, and healthy and sanitary requirements.
   4. Waste management including disposal preparation

12.5 The Government and Contractor shall make use of the resources and tools available to maintain contracted functions to the maximum extent possible under emergency circumstances. Contractor shall obtain approval from the KO prior to incurring costs over and above those allowed for under the terms of this anticipated contract. Regardless of contract type, and work location, Contractors performing work described herein shall charge those hours accurately IAW the terms of the anticipated contract.

D.13 GOVERNMENT QUALITY ASSURANCE REQUIREMENTS

13.1 Fundamental Government Responsibilities: The COR is responsible for representing the KO in all facets of cleaning service quality for the services required. The COR will carry out inspections, reviews, approvals, and handle deficiencies; and, ultimately accept on behalf of the KO. The functions of the COR are identified below. Government personnel, other than the KO and the COR from time to time, may observe the Contractor's operations. However, these personnel may not interfere with Contractor performance.

13.2 General Monitoring Functions: To facilitate the surveillance of the Contractor's QC Program by the Government, the COR will verify Contractor compliance with designated contract/performance requirements. In addition, for non-compliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor is subject to re-performance (at the Contractor's expense) and/or an inspection fee. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises. The COR will inspect the Contractor's QCP regularly for compliance with the requirements herein.

13.3 Specific QA/Monitoring Functions: The COR will establish an Inspection Schedule using the Quality Checklists from the Contractor's QC Program. At the discretion of the COR, a third party may be used to verify the cleanliness of the range by collecting lead wipe samples in accordance with ASTM E1728 protocols before cleaning activities begin and/or on the last day of cleaning activities for comparison. In the absence of enforceable standards providing a permissible limit for lead contaminated surface dust, wipe sample results will be compared to standards established by 105 CMR 460.000 Massachusetts Lead Poisoning Prevention And Control. Areas that do not meet these standards are not considered "clean" by definition. A range that contains an area(s) not considered clean will not be released for payment until such areas meet these established standards. The Contractor may be required to re-clean any areas where wipe sample results are over the above established standards until these areas meet regulatory limits. Additional cleanings will be at no cost to the USCG and may be subject to additional lead wipe sampling.

13.3.1 The COR shall inform the Contractor of porous surfaces previously identified as not meeting post-cleaning standards. If discrepancies are discovered as a result of the inspections, or any other means, use Contract Discrepancy Report (CDR) to communicate them to the Contractor and follow up to ensure nonconformance are corrected at no additional cost to the Government. The COR will perform the following qualitative and evaluative functions, which comprise of the Government Quality Assurance Surveillance Plan (QASP):

a. Carry out periodic inspections using the Quality Checklists.
b. Report any findings resulting from these inspections to the Contractor/KO.
c. If discrepancies are discovered as a result of the periodic inspections, or any other means, use a CDR to communicate them to the Contractor and follow up to ensure nonconformance is corrected.

d. Meet with the Contractor's On-Site Supervisor as agreed to or as often as necessary. The Contractor and COR will sign the written minutes of these meetings, prepared by the Contractor.
e. Conduct periodic customer surveys. The validated surveys will be compared to the requirements stated herein. Any discrepancies found will be handled as described herein.
f. Take appropriate actions based on Health, Safety, Environmental and any other inspection results.
g. Perform annual and final performance evaluations.

13.3.2 The Contractor shall report findings resulting from inspections to the Contractor/KO. The COR shall meet with the Program Manager/Supervisor/Shift Leader as agreed to or as often as necessary. The Contractor and COR shall sign the written minutes of these meetings prepared by the COR. Should the Contractor not concur with the minutes the Contractor shall state any areas of non-concurrence in writing to the COR within 5 calendar days of receipt of the signed minutes.

13.4 Service Requirements Summary (SRS): The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items as identified in the PWS. These requirements are critical to mission success and are identified in the table below:

Required Services/Tasks	Performance Standards	Acceptable Quality	Method of Surveillance
On-Site Supervisor	Ability to manage Contractor personnel effectively and to provide sufficient labor during hours of operation.	95%	Periodic Inspections and customer complaints
Contractor Set-Up (Section 6.3)	Provides plan IAW PWS	100%	Periodic Inspections and customer complaints
Range Cleaning (Section 6.5)	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Bullet Trap Maintenance (Section 6.6)	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Industrial Non Re-Circulating Direct Heater and Ventilation Maintenance (Section 6.7)	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Reporting	Submission of all reports as required IAW PWS	98%	Periodic Inspections and customer complaints

13.5 Quality Assurance Surveillance Plan (QASP): This QASP is pursuant to the requirements listed in this PWS and found in Attachment 3. This plan sets forth the procedures and guidelines Air Station Savannah will use in ensuring the required performance standards and Acceptable Quality Levels are achieved by the Contractor.

13.5.1 Purpose: The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's QCP, and to ensure that the Government pays only for the services received.

13.5.2 This QASP defines the roles and responsibilities of all members, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes QA documentation requirements, and describes the analysis of QA monitoring results.

13.5.3 Surveillance Approach: The PWS is structured around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the surveillance method approach taken by Air Station Savannah to monitor the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on the Contractor to develop a capability to review and analyze information generated through performance assessments.

13.5.4 The Contractor is responsible for the quality of all work performed. The Contractor measures the quality through the Contractor's own QC program. QC is work output, not workers, and therefore includes all work performed under this anticipated contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

13.5.5 The COR will monitor and review performance by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

D.14 CONTRACT REQUIREMENTS

14.1 Overtime: It is solely the Contractor's responsibility to ensure its employees do not work in hours in excess of what is allowed by the Fair Labor Standards Act for its employees. The USCG will not pay for overtime under this anticipated contract, unless it is negotiated as part of surge work and a modification is issued by the KO. The Contractor shall assume the risk of any overtime worked that has not been authorized/funded by the KO.

14.2 Closures and Delays: Closures or delays may be planned or unplanned. During a closure, the USCG is closed for business and Contractors are not allowed to be on-site, without prior authorization from the KO or the COR. Planned closures will be determined in advance by the USCG Command and could include the day after Thanksgiving and other days immediately preceding or following other holidays. Unplanned closures (i.e. inclement weather, etc.), not normally exceeding twenty (20) hours per employee per year, may occur on an as needed basis. The Contractor will be notified as soon as possible of any unplanned closures; however, during times of inclement weather, Contractors will be advised to monitor the inclement weather number for information on closures.

14.2.1 During a delay, Contractor employees shall follow the directions given on the weather line. The message will typically say either there is a delay of XX amount of hours or that the USCG will open at a certain time. Contractor employees SHALL NOT arrive before these times, unless prior authorization has been obtained from the KO or the COR.

14.2.2 Any work not able to be completed during a closure or delay shall be performed over the ensuing days after the facility is re-opened. Any items that were missed shall be completed as quickly as possible to stay on schedule.

14.3 Contractor Sponsored Functions: All Contractor company functions (training, social gatherings, etc.) shall be conducted outside business hours, at the Contractor's expense. These shall not be held on the USCG's facilities. Meetings required for the performance of duties scheduled in the assigned work center on an as required basis are acceptable during the workday.

14.4 Inspection and Acceptance: The COR will review deliverables prior to acceptance and provide the Contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

14.4.1 The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted quote. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

14.4.2 The COR will have ten (10) business days to review deliverables and make comments. The Contractor shall have five (5) business days to make corrections and redeliver.

14.4.3 All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved QCP. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained

D.15 TRANSITION PLAN

15.1 Phase – In

During the phase-in period, the Contractor shall take all actions necessary for a smooth transition of the contracted operations. The Government will make all facilities accessible to the Contractor. The Contractor shall recruit and hire necessary personnel, obtain required certifications and clearances, attend post-award conference, and accomplish any necessary training to support the requirements. The Contractor shall submit a phase-in plan within ten (10) business days of being notified of the award. At a minimum, phase-in plan shall include:

- Detailed explanation of anything that will prevent the timely transition to full operational capability.
- IAW FAR 52.222-17, information on efforts made to fill positions with certified employees employed under the predecessor contract whose employment will be terminated as a result of award of the contract or the expiration of the contract under which the employees were hired.

15.2 Phase – Out

Thirty (30) days prior to the completion of this contract (to include option periods); an observation period may occur, at which time management personnel of the incoming workforce may observe operations and performance methods of the incumbent Contractor. This will allow for the orderly turnover of facilities, equipment, and records and will help to ensure the continuity of service. The incumbent Contractor shall not defer any requirements for the purpose of avoiding responsibility or transferring such responsibility to the succeeding Contractor. The incumbent contractor shall fully cooperate with the succeeding Contractor and the Government.

15.2.1 The incumbent Contractor shall establish and when directed by the Contracting Officer, implement a plan for the smooth and orderly transfer of contract responsibility to the successor Contractor. The incumbent Contractor's phase-out procedures shall not disrupt or adversely affect the day-to-day Government operations. The Contractor shall also provide the following information:

- Not less than thirty (30) calendar days before the completion of the contract period of performance, the Contractor shall furnish the KO with a list of the names of all service employees working under the contract and any subcontract at the time the list is submitted.
- Not less than ten (10) business days before the completion of the contract period of performance, the Contractor shall furnish the KO with a certified list of the names of all service employees employed within the last month of contract performance.

15.2.2 All automated data files in the possession of the contractor are the property of the Government and shall be turned over to the KO or COR at the completion or termination of the contract. Additionally, all records related to the execution of the current contract shall be returned to the Government as electronic copies that are readable and accessible by the Government.

D.16 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 KO or the Contractor, with the final decision resting with the KO.

Attachment 1	Technical Exhibit 1
Attachment 2	Technical Exhibit 2
Attachment 3	Technical Exhibit 3
Attachment 4	QASP
Attachment 5	Massachusetts Wage Determination (WD 2015-4045)
Attachment 6	CDR

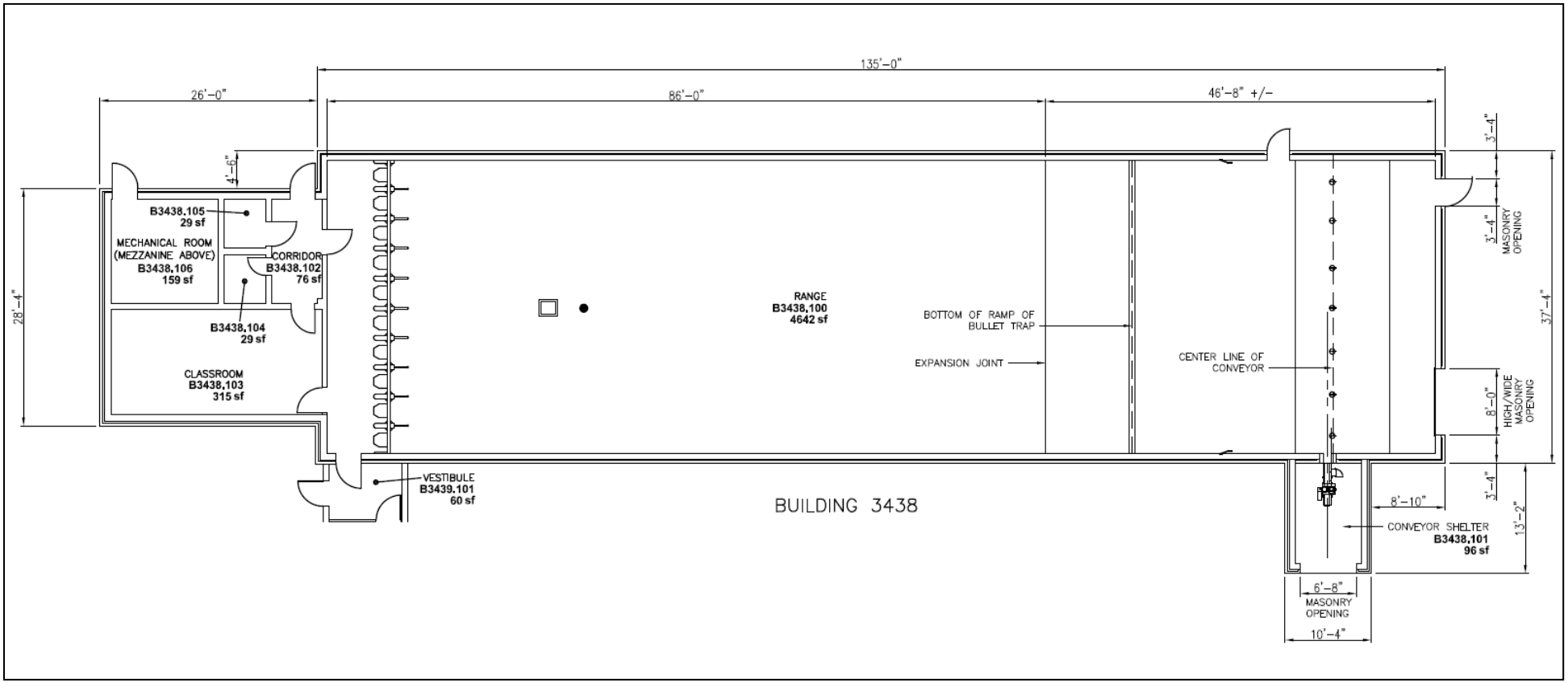

FIGURE 1: BCC Small Arms Firing Range Floor Plan

ATTACHMENT 1 - 3: TECHNICAL EXHIBITS 1-3

See Attachment: AA154700 – Technical Exhibits 1-3

Range Cleaning and Maintenance Services at USCG Base Cape Cod
70Z08420QAA154700

ATTACHMENT 4: QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This QASP sets forth the procedures and guidelines the United States Coast Guard (USCG) will use in ensuring the required performance standards and/or acceptable quality defined in the Range Cleaning and Maintenance Services Performance Work Statement (PWS) are achieved by the Contractor.

1.1 The QASP can be changed during the contract period of performance. It is intended to be a living document that shall be revised or modified as circumstances warrant. Either the Contractor or the Government may suggest changes to the QASP. Upon approval from the Contracting Officer (KO), bilateral changes, via modification to the contract, may be made to the plan at any time during contract performance. Such changes may not entitle the Contractor to equitable adjustments or to any other compensation for performance in a prior period.

2.0 PURPOSE

The QASP provides the USCG with the ability to conduct surveillance activities of Contractor performance during the life of the contract. The QASP details how and when Contractor performance will be monitored, evaluated, and documented with regards to the PWS.

2.1 The QASP is intended to accomplish the following:

- Define the role and responsibilities of participating Government officials.
- Define the required Performance Standards.
- Define the methods of Quality Assurance (QA) Surveillance that will be employed by the Government in assessing the Contractor's performance.
- Define Contractor reporting requirements.

3.0 ROLES AND RESPONSIBILITIES OF GOVERNMENT REPRESENTATIVES

3.1 Contracting Officer (KO): The KO has full authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government. The KO ensures performance of all necessary actions for effective contracting as well as ensures compliance with the terms of the contract and safeguards the interests of the Government in the contractual relationship. The KO assures the Contractor receives impartial, fair, and equitable treatment under the contract. The KO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Assigned KO:
Organization / Agency:
Telephone / Email:

3.2 Contract Specialist (KS): The KS administers all aspects of the contract and will be the Contractor's primary point of contact for all contract related matters. The KS will also be responsible for the day-to-day monitoring of the Contractor's performance in the area of contract compliance, contract administration, cost control and reviewing the COR's assessment of the Contractor's performance.

Assigned KS: Sherylan Spears
Organization / Agency: USCG / DOL-93
Telephone / Email: 757-628-4128 / sherylan.spears@ucsg.mil

3.3 Contract Officer Representative (COR): The COR is the Contractor's primary point of contact for all technical items related to the contract and is responsible for the administration of this surveillance plan. The COR is responsible for monitoring, assessing, and communicating the technical performance of the Contractor and assisting the Contractor. The COR will also carry out inspections, reviews, approvals, and handle deficiencies',

and ultimately accept on behalf of the KO. The COR is responsible for representing the KO in all facets of quality for the services required. The COR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, delivery schedule, period of performance, or other terms or conditions. The functions of the COR are identified below.

Assigned COR:
Organization / Agency:
Telephone / Email:

3.3.1 General Monitoring Functions: To facilitate the surveillance of the Contractor's QC Program by the Government, the COR will verify Contractor compliance with designated contract/performance requirements. In addition, for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor is subject to re-performance (at the Contractor's expense) and/or an inspection fee. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises. The COR will inspect the Contractor's QCP regularly for compliance with the requirements herein.

3.3.2 Specific Quality Assurance Functions: The COR will establish an Inspection Schedule using the Contractor's QCP (Section 12.2 of the PWS). The COR will perform the following qualitative and evaluative functions:

- Carry out periodic inspections using the Quality Checklists.
- Report any findings resulting from these inspections to the KO and the Contractor or his representative.
- Issue CDRs to communicate discovered discrepancies to the Contractor and follow up to ensure that the discrepancies are corrected.
- Meet with the Contractor or his representative as required. The Contractor and COR will sign the written minutes of these meetings, prepared by the COR. Any area(s) of non-concurrence by the Contractor with the minutes must be specified in writing to the COR within five (5) calendar days of receipt of the signed minutes.
- Receive customer complaints, conduct customer surveys, and ensure that the Contractor responds fully to concerns.
- Take appropriate actions based on health, safety, environment, or any other inspection results.
- Assist the KO and the KS with annual and final performance evaluations.

3.3.3 Contract Discrepancy Report (CDR): When a discrepancy exists, the Contractor shall be required to complete block 10 of a CDR, which will be submitted to the KO at the time of issuance. The KO will evaluate the Contractor's explanation and determine the next course of action. The Contractor may request a meeting whenever a CDR is issued.

3.3.4 Contractor Representatives: The following employees of the Contractor shall serve as the Contractor's Representatives for this contract.

a. Supervisor:
   Telephone / Email:
b. Other Contractor Personnel:
   Title: President
   Telephone / Email:
c. Other Contractor Personnel:
   Telephone / Email:

4.0 REQUIRED PERFORMANCE STANDARDS

The Contractor shall provide all services IAW the PWS. The performance standards are included in the PWS and in Section 6.0 of this QASP.

5.0 METHODS OF QA SURVEILLANCE

5.1 Contractor Performance Assessment Report System (CPARS): The Government CPARS will be utilized to document Contractor performance during the life of the contract. This report will be generated yearly or more frequently if necessary to document positive or negative performance. These reports will also become part of the electronic database ultimately consolidated under the Past Performance Information Retrieval System (PPIRS) for past performance evaluations for future contracts. The Contractor should understand that these reports will remain in a database for at least three (3) years and will be available to all Government agencies for source selection purposes.

5.1.1 CPARS Evaluation Areas:

The CPARS will evaluate the following areas:

- Quality of Product or Service – Assess the Contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g. commonly accepted technical, professional, environmental, or safety and health standards).
- Schedule – Assess the timeliness of the Contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g. efforts that contribute to or effect the schedule variance).
- Business Relations – Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the Contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts.
- Management of Key Personnel – Assess the Contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.
- Subcontracting (if applicable) – Assesses if the Contractor made a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan.
- Any other important areas unique to the contract or that cannot be captured elsewhere, as deemed necessary by the KO.

5.1.2 CPARS Evaluation Ratings:

The evaluation ratings in CPARS are as follows:

- Exceptional – Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the task and/or sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.
- Very Good – Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the task and/or sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.
- Satisfactory – Performance meets contractual requirements. The contractual performance of the task and/or sub-task contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.
- Marginal – Performance does not meet some contractual requirements. The contractual performance of the task and/or sub-task being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.
- Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task and/or sub-task contains a serious problem(s) for which the Contractor's actions appear or were ineffective.

5.1.3 The top two ratings (Very Good and Exceptional) are only available if the Contractor exceeds the Government requirements at no additional cost to the Government. The COR will identify performance levels that may result in higher evaluation.

5.2 Performance Standards/AQL Surveillance: The COR will utilize one or more of the following methods to monitor the performance standards:

- Random monitoring – a sampling method in which each unit of the population has an equal chance of being selected. This method is done to determine whether the Contractor's performance of a particular task for a given period of time meets the performance requirement based on randomly selected samples of the task.
- 100% Inspection – method is an inspection where specific characteristics of every performance unit are examined and tested to determine conformance with requirements.
- Periodic Inspection – Evaluates tasks selected using a methodology other than a 100% or random inspection

5.2.1 The USCG shall use these surveillance techniques to monitor performance and review performance reports furnished by the Contractor to determine whether the performance standards have been met. If the Contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels. The Government will make determination regarding incentives based on performance measurement metric data and notify the Contractor of those decisions.

6.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS plays an integral role in the administration of the contract. In addition to any applicable inspection clauses or other related terms and conditions contained in the contract, the PRS shall serve as a primary tool for inspection and acceptance of services as facilitated by the COR. Evaluation of the Contractor's overall performance relate directly to the mission essential items identified in the PWS and shall be IAW the performance standards set forth in the table below. The PRS constitutes a material aspect of the contract and will not be changed or otherwise modified without prior written approval of the KO.

Required Services/Tasks	Performance Standards	Acceptable Quality	Method of Surveillance
On-Site Supervisor	Ability to manage Contractor personnel effectively and to provide sufficient labor during hours of operation.	95%	Periodic Inspections and customer complaints
Contractor Set-Up (Section 6.3)	Provides plan IAW PWS	100%	Periodic Inspections and customer complaints
Range Cleaning (Section 6.5)	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Bullet Trap Maintenance (Section 6.6)	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Industrial Non Re-Circulating Direct Heater and Ventilation Maintenance (Section 6.7)	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Reporting	Submission of all reports as required IAW PWS	98%	Periodic Inspections and customer complaints

ATTACHMENT 5: MASSACHUETTS WAGE DETERMINTATION (WD 2015-4045)

See Attachment 4: AA154700 - WD 2015 - 4045

ATTACHMENT 6: CONTRACT DISCREPANCY REPORT

1. Contract Number	**2. Report Serial No.**	**3. Report # this Discrepancy**	
4. To: (Contractor and Managers Name)		**5. From: (Name of QAE)**	
DATES			
6. Prepared	**Oral Notification**	**Returned by Contractor**	**Action Complete**
7. Discrepancy or Problem (Describe in detail: include reference to PMS/Directive: attach continuation sheet if needed.			
8. Signature of Contracting Officer			
9. To: (Contracting Officer)		**From: (Contractor)**	
10. Contractor response as to cause, corrective action and actions to prevent recurrence. Attach continuation sheet if needed (Cite applicable QC program procedures(s) or new QC procedures(s).)			
11. Signature of Contractor Representative		**Date**	
12. Government Evaluation (Acceptance, rejection: Attach continuation sheet if needed)			
13. Government Action (Payment deductions, cure notice, show cause, other)			
14. Final Disposition			

CLOSE OUT			
	Name – Title	**Signature**	**Date**
Contractor Notified			
QAE			
Contracting Officer			

SECTION E: SOLICITATION PROVISIONS

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

(b) ***Submission of offers***. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers shall be submitted on the SF 1449. The offer shall contain a master table of contents for the entire submission, except for the SF 1449. Telegraphic or facsimile offers will not be accepted.

- FACTOR 1 – TECHNICAL
  - Subfactor 1: Corporate Experience
  - Subfactor 2: Licenses / Certifications (PWS Section 4.1)
  - Subfactor 3: Resume (PWS Section 8.2)
  - Subfactor 4: Staffing Plan (PWS Section 4.4)
- FACTOR II – PAST PERFORMANCE
- FACTOR III – PRICE
  - Complete Schedule of Services for evaluation purposes

SPECIFICS:

FACTOR I – TECHNICAL:

SUBFACTOR 1: Corporate Experience - Offeror shall have a minimum of three (3) years ongoing corporate experience in the past five (5) years in managing range cleaning and maintenance programs of comparable size and diversity of USCG Base Cape Cod. 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 three (3) or more years of experience requirement.

SUBFACTOR 2: Licenses / Certifications – Offeror shall submit copies of licenses/certifications required IAW PWS Section 4.1 to conduct range cleaning and maintenance services.

SUBFACTOR 3: Key Personal Resume (On-Site Supervisor) - The key personnel proposed shall, as a minimum, meet the qualifications specified in the PWS.

SUBFACTOR 4: Staffing Plan - Offeror shall submit a staffing plan in the format provided in PWS Section 4.4.

FACTOR II – PAST PERFORMANCE: Offerors are required to submit at least three (3) relevant contracts. A relevant contract reference is a contract that was held within the past five (5) years, and of similar scope, magnitude and complexity to that which is detailed in the RFQ. If the Contractor does not have relevant past performance, the quote shall affirmatively state that it possesses no relevant directly related or similar past performance. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance. The Government may obtain past performance information from sources other than the sources identified by the offeror to evaluate quotes. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offeror. Contractors with negative past performance may be excluded from competition.

FACTOR III – PRICE: Offeror shall complete the Schedule of Services provided, for evaluation purposes.

ADDENDUM to 52.212.1 Instructions to Offerors—Commercial Items (Jun 2020)

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

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.

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2007
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-22	Alternative Line Item Proposal	Jan 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.217-5	Evaluation of Options	July 1990
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	Jun 2020
52.233-1	Disputes	May 2014
52.237-1	Site Visit	Apr 1984
52.249-2	Termination for Convenience of the Government (Fixed Price)	Apr 2012

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:

(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 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

E.5 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 (DOL)
Office of Procurement and Contracting, Commercial Support Services Branch (DOL-931)
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 52.252-5 Authorized Deviations in Provisions (Nov 2020)

(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 (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

(End of addendum)

E.7 52.212-2 Evaluation—Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. The Government will evaluate all factors to determine if the offer is fair and reasonable.

Ratings: Factors (except price), will be rated using **Pass/Fail**. **A "Fail" rating will not be considered for award. Contractors with negative Past Performance may be excluded from competition.**

- FACTOR 1 – TECHNICAL
  - Subfactor 1: Corporate Experience
  - Subfactor 2: Licenses / Certifications (PWS Section 4.1)
  - Subfactor 3: Resume (PWS Section 8.2)
  - Subfactor 4: Staffing Plan (PWS Section 4.4)
- FACTOR II – PAST PERFORMANCE
  - Quality of Performance
  - Relevancy
  - Contract Schedule
  - Business Relations
  - Management/Labor
  - Customer Relations
- FACTOR III – PRICE

SUBFACTOR 1: Corporate Experience - Offeror shall be evaluated based upon meeting the minimum requirements identified in E.1 52.212-1 Instructions to Offerors.

SUBFACTOR 2: Licenses / Certifications

SUBFACTOR 3: Key Personal Resume (On-Site Supervisor) - Resume for proposed On-Site Supervisor shall be evaluated based upon the stated minimum requirements of PWS Section 8.2, for range cleaning and maintenance programs of comparable size and diversity of USCG Cape Cod.

SUBFACTOR 4: Staffing Plan - Offeror shall be evaluated based upon the Offeror's ability to provide adequate personnel to meet the requirements described in the PWS.

FACTOR II – PAST PERFORMANCE: The purpose of the past performance evaluation is to assess the offeror's ability to fulfill the RFQ requirements. In evaluating this factor, the Government will use the present and past performance information gathered from offeror provided references and independent references through the use of interviews and site visits. The Government reserves the right to use data independently obtained from other Governmental and commercial sources, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Offeror's past performance will be evaluated for satisfactory past performance.

FACTOR III – PRICE: Offeror shall complete the Schedule of Services provided, for evaluation purposes.

The Government will evaluate quotes based on the Lowest Price Technically Acceptable criteria (LPTA). Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not received an acceptable

technical or past performance rating, the process will continue in order of lowest priced offer until the LPTA offer with acceptable or neutral past performance is identified.

Quotes 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.

(End of provision)

E.8 52.212-3 Offeror Representation 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.

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veteransor, 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 with13 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 at13 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 CFR124.104(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 least51 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 _____.

[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:_____

(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 Order11246-

(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
_____	_____
_____	_____
_____	_____

(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
_____	_____
_____	_____
_____	_____

(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
_____	_____
_____	_____
_____	_____

(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:

Line Item No.
_____
_____
_____

(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:

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

(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":

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

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

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____

Line Item No.	Country of Origin
_____	_____
_____	_____

(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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) □ Outside the United States.

(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;

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.

(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:

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.

(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 (Oct 2014). 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.