SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
0044047146	39

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140P9726Q0055	07/02/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Francisco Velasco	9076443313	07/30/2026 1700 AD

9. ISSUED BY CODE PAK

NPS, ARO - Alaska Regional Office
240 W. 5th Ave, Room 114
Anchorage AK 99501-2327

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238210

SIZE STANDARD: $19

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0011283392
See Schedule

16. ADMINISTERED BY CODE PAK
See Schedule

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE ____

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

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: NPS, ARO - Alaska Regional Office 240 W. 5th Ave, Room 114 Anchorage AK 99501-2327 US DELIVER TO: NPS, Western Arctic Parklands Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ 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
		Francisco Velasco	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	171 3rd Ave PO Box 1029 Kotzebue AK 99752-1029 US An award from this solicitation will result in a firm fixed price order. Delivery: 11/30/2026 Period of Performance: 08/05/2026 to 11/30/2026				
00010	152 A.B Electrical Contract Product/Service Code: Z1FA Product/Service Description: MAINTENANCE OF FAMILY HOUSING FACILITIES				
00020	Northwest Alaska Heritage Center (Bid Options) (Option Line Item) Anticipated Exercise Date 11/30/2026 Product/Service Code: N059 Product/Service Description: INSTALLATION OF EQUIPMENT- ELECTRICAL AND ELECTRONIC EQUIPMENT COMPONENTS				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)* 42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

GENERAL INFORMATION:

This is a COMBINED SYNOPSIS / SOLICITATION for commercial items prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 12.6 and FAR Part 13. The National Park Service contemplates award of a firm fixed price contract as a result of this combined synopsis/solicitation to the vendor. This announcement constitutes the only solicitation issued as Request for Quotation (RFQ) 140P9726Q0055 A WRITTEN SOLICITATION WILL NOT BE ISSUED. FAR clauses and provisions enclosed within this RFQ are those in effect through Federal Acquisition Circular (FAC) 2026-01 and are available in full text through Internet access at http:// www.acquisition.gov/far/.

Point of Contact(s):

Francisco Velasco
Contracting Officer
Contracting Operations West
fvelasco@ios.doi.gov

The acquisition is in support of Western Arctic Parklands (WEAR – Kotzebue, AK).

This is a 100% Total Small Business Set Aside. The North American Industry Classification System (NAICS) code is 238210 – Electrical Contractors and Other Wiring Installation Contractors. The small business size standard is $19,000,000.00.

INSTRUCTIONS TO OFFERORS:

Quotes must be in accordance with and in the order detailed in this section. Failure to submit quotes according to the instructions provided within the solicitation may result in the respondent's quote not being considered for award.

All interested parties shall be registered in the System for Award Management or SAM at time an offer or quotation is submitted.

Offerors shall submit their quote in a single PDF file via email to the contracting specialist at Francisco_Velasco@ios.doi.gov.

Offers shall submit the following information in its entirety:

a) Checklist for quote submittal:

- This page of the solicitation completed as the first page in the package ☐
- Signed acknowledgement of 1449 ☐
- All amendments acknowledged using one of the methods set forth in Box 11 of the SF-30, if applicable ☐
- Completed Provisions (including 52.204-24, 52.204-26, and others as applicable) ☐
- Completed sections and submission of b) Price Schedule, c) Contractor Core Data Information, d) Documentation that supports the following (identified below) ☐

b) Price Schedule:

1. Total Price of Project

Item Number	Description	Price

00010	152 A.B Electrical Contract	$
00020	Northwest Alaska Heritage Center (Bid Options)	$
		$
	Total	$

c) Contractor Core Data Information:

Offerors Name:_____

Offerors Address:_____

Offerors Unique Entity Identifier (UEI):_____

Offerors POC:_____

Offerors Phone/Email:_____

d) Documentation that supports the following:

1. Technical: Technical is the factual documentation of the firm's ability to meet the requirements outlined in the "Statement of Work."

a) Assert in Writing that your firm has the technical knowledge, tools, and certification to complete the work identified in the "Statement of Work."

b) Submit a quote that complies with the requirements outlined in the "Statement of Work."

2. Prior experiences: Prior experience is the factual documentation or narrative of a firm's experience, qualifications, and capability, along with providing examples of their firm's most recent projects within the past five years of similar size and scope.

a) Provide 2 examples of your firm's successful completion of project(s) within the past five years of similar size or greater as identified in the statement of work below.

*All vendors must be willing to submit to a background check

Response(s) to this solicitation are due July 30, 2026, by 5:00 PM ALASKA STANDARD TIME

Vendor questions are accepted through July 10, 2026 , by 5:00 PM ALASKA STANDARD TIME

Statement of Work
Install Dedicated Electrical Service Panel and Associated Electrical Work
Apartments 152 A & B and Northwest Alaska Heritage Center
Kotzebue, Alaska

1. PROJECT DESCRIPTION

This project consists of installing a new dedicated electrical service for the boiler room serving Apartments 152 A and B at the Western Arctic National Parklands (WEAR) administrative base in Kotzebue, Alaska.
The existing boiler room electrical loads—including one boiler, four outlets, one overhead light, and a heat trace circuit—are currently connected to the electrical service of one residential unit. This configuration results in shared building systems being billed to a tenant account.

Work under this project includes installation of a new service meter, service disconnect, and electrical panel; installation of feeders and conduit; and rewiring of all boiler room loads to the new service. Obsolete wiring will be removed or properly abandoned.

In addition to the base work, optional work may be performed at the Northwest Alaska Heritage Center, located at 171 3rd Avenue, Kotzebue, Alaska. This work includes HVAC system troubleshooting and repair, installation of a new electrical outlet, and inspection and potential modification of exterior electrical systems.
No changes to building layout, occupancy, or system capacity are included.

2. SITE VISITS

The Contractor shall conduct site visits to all locations included in this scope of work prior to ordering materials and beginning project work. Failure of the Contractor to visit the sites and confirm all existing conditions prior to beginning project work will not relieve the Contractor from completing the project at the contracted price.
Site visits shall include, at a minimum, the following locations:

- Apartments 152 A & B (Kotzebue Housing)
- Northwest Alaska Heritage Center (171 3rd Avenue, Kotzebue, Alaska)

During these site visits, the Contractor shall verify all existing conditions, including but not limited to:

Electrical Service Work (Apartments 152 A & B):

- Existing electrical service configuration
- Panel locations and available space
- Routing paths for feeders and conduit
- Existing wiring conditions and load connections
- Access, staging, and material storage constraints

Heritage Center Work (Bid Options):

- HVAC system configuration, including motor, controls, and bypass system
- Existing electrical conditions related to the HVAC system
- Location and routing for new outlet installation
- Existing circuits available for connection
- Parking lot electrical system layout, including outlet locations, control systems, and underground routing

The Contractor shall notify the Facility Manager or designated NPS appointee of any discrepancies or conditions that may affect the work prior to proceeding.

3. DESCRIPTION OF WORK

3.1 Base Contract

3.1.1 Apartments 152 A & B – Electrical Service Separation

· The Contractor shall furnish all labor, materials, equipment, and supervision necessary to install a new dedicated electrical service for the boiler room serving Apartments 152 A and B.
· The Contractor shall verify all existing field conditions prior to beginning work. No assumptions shall be made regarding existing wiring or service configurations.
· The Contractor shall coordinate with the local utility provider to install a new service meter and complete all requirements necessary to establish a separate electrical service.
· The Contractor shall install a new service disconnect and electrical panel within the boiler room. Final panel location shall be coordinated with the Facility Manager or designated NPS appointee.
· The Contractor shall provide and install all required feeders, conduit, fittings, and associated infrastructure necessary to supply power from the service point to the new panel.
· The Contractor shall disconnect, reroute, and reconnect all existing boiler room loads to the new panel, including:

- One (1) boiler system
- Four (4) electrical outlets
- One (1) overhead light fixture
- One (1) heat trace circuit

· The Contractor shall ensure all circuits are properly labeled, balanced, and tested for safe and reliable operation.
· The Contractor shall remove obsolete wiring where feasible. Wiring abandoned in place shall be properly terminated and identified in accordance with code.
· The Contractor shall coordinate work to minimize disruption to occupants. The units may be occupied during construction.
· The Contractor shall restore all disturbed finishes (walls, ceilings, penetrations) to a condition equal to or better than existing.
· The Contractor shall plan work recognizing the remote location of Kotzebue. All materials, tools, and equipment must be mobilized by the Contractor.
· The Contractor shall dispose of all waste and restore the work area to its original condition.
· Provide as-built documentation of the completed electrical installation, including:

- Panel schedule for new panel
- Identification of all circuits transferred
- Service entrance and feeder routing

3.1.3 Northwest Alaska Heritage Center (Bid Options)

The Government will evaluate the option for inclusion in the contract on a case-by-case basis. The option is not required and will be exercised only if the Government determines it is in its interest to do so.

The following work shall be completed only if authorized by the Contracting Officer. The Contractor shall provide separate pricing for each item.

The Contractor shall not proceed with corrective work under Bid Options without approval from the Contracting Officer or designated representative.

3.1.3.1 HVAC Fan Motor / Control System Troubleshooting and Repair

· The Contractor shall troubleshoot an HVAC fan motor system that is tripping the control/bypass switch associated with an integrated drive bypass (Intellipass or equivalent).
· The Contractor shall evaluate the motor, wiring, control components, and associated electrical systems to determine the root cause of the tripping condition.

· The Contractor shall provide findings and a recommended corrective action to the Facility Manager or designated NPS appointee prior to proceeding with major repairs.
· Upon approval, the Contractor shall perform corrective work, which may include:
- Adjustment or replacement of control components
- Repair or replacement of wiring or connections
- Replacement of electrical components within the control system
- Replacement of the fan motor if determined to be the source of failure

· Replacement components shall be equal to or better than existing and compatible with the system.
· The intent of this work is to restore reliable operation of the HVAC fan system and eliminate nuisance or fault tripping.

The Contractor shall prioritize correction of electrical and control-related issues prior to recommending full motor replacement.

3.1.3.2 Lobby Electrical Outlet Installation
· The Contractor shall install one (1) new electrical outlet in the building lobby.
· A wall opening for the electrical box has already been provided.
· The Contractor shall:
- Install an electrical box
- Run new wiring from an existing circuit
- Install a GFCI-protected, commercial-grade receptacle

· The Contractor shall verify circuit capacity and ensure all work complies with NEC requirements.
· The Government will perform all drywall repair and finish work. The Contractor is only responsible for installation of the box, wiring, and device.

3.1.3.3 Parking Lot Electrical System Inspection and Modification
· The Contractor shall inspect approximately 10–12 exterior electrical outlets mounted on poles in the parking lot.
· Existing outlets are currently controlled by a temperature-activated system.
· The Contractor shall:
- Evaluate the control system, wiring, and outlet condition
- Identify system configuration and functionality
- Assess code compliance and safety

· The Contractor shall provide recommendations to the Facility Manager or designated NPS appointee for:
- Removal or bypass of the temperature-based control system
- Required repairs or upgrades
- Any safety or code concerns

· Upon approval, the Contractor may perform corrective work, which may include:
- Removal or bypass of temperature control components
- Conversion of outlets to continuous (always-on) operation
- Repair or replacement of outlets, wiring, or components

· All work shall maintain or improve safety, durability, and weather resistance.

The intended outcome is a system capable of continuous (always-on) operation unless otherwise directed.

4. WORK SITE CONDITIONS

Prospective bidders are encouraged to visit the site and become familiar with existing conditions. Failure to do so will not relieve the Contractor from completing the work at the contracted price.

Site inspections shall be coordinated with the Facility Manager.

5. TEMPORARY FACILITES AND CONTROLS

5.1 Temporary Utilities
· Electrical power is available for tools only.
· Water may be available on-site.
· Contractor shall remove debris daily.

5.2 Site Access and Storage
· Work and storage areas shall be limited to approved locations.
· Contractor shall restore all disturbed areas.

5.3 Protection and Restoration
· Contractor shall protect all structures and finishes.
· Any damage shall be repaired at Contractor expense.

6. PROJECT REQUIREMENTS

6.1 Electrical Work Requirements
· All work shall comply with applicable codes, including NEC and local utility requirements.
· All equipment shall be UL listed and suitable for intended use.
· Panel schedules shall be clearly labeled.
· All connections shall be properly grounded and bonded.

6.2 Existing Conditions
· Existing electrical routing and conditions may vary.
· Contractor is responsible for identifying and addressing field conditions necessary to complete the work.

6.2 Kotzebue
6.2.1 On-Site Park Owned Window Specifications
6.2.2 Existing Materials Assumptions

6.3 Electrical and Controls Work (Heritage Center)
6.3.1 General Requirements
· All electrical work shall comply with the latest edition of the National Electrical Code (NEC) and applicable local requirements.
· All materials shall be new and UL-listed.
· Work shall be performed by a qualified electrician.

6.3.2 HVAC Controls and Motor Systems
· Contractor shall troubleshoot and repair existing HVAC motor control systems, including VFD or bypass systems.
· Adjustments and repairs shall follow manufacturer recommendations.
· Replacement components shall be compatible with the existing system.

6.3.3 Electrical Devices and Installation
· Interior receptacles shall be commercial-grade and GFCI-protected where required.
· Exterior electrical components shall be weather-resistant and suitable for Arctic conditions.

6.3.4 System Modifications
· Existing systems shall not be modified without approval from the Facility Manager or designated NPS appointee.
· Contractor shall provide recommendations prior to performing major corrective work.

6.3.5 Testing and Commissioning

· Contractor shall test all circuits and systems after installation or repair.
· Contractor shall verify proper operation of:
- HVAC fan system
- Electrical outlets
- Modified exterior systems

7. MEANS AND METHODS

7.1 Means and Methods
· Contractor is responsible for all means and methods.
7.2 Right to Reject
· The Contracting Officer may reject unsafe or non-compliant methods.
7.3 Responsibility
· Contractor retains full responsibility for execution of work.
7.4 Final Inspection
· Contractor shall request final inspection at least 10 days prior to completion.
7.5 Final Cleanup
· Contractor shall remove all debris and leave site clean.
7.6 Final Payment
· Requires completion, documentation, and acceptance of work.

8. SUBMITTALS

8.1 Electronic Submittals
· Submit product data, panel specs, and equipment info prior to installation.
· The Contractor shall submit electronic submittals of all items listed in Section VIII to the Contracting Officer Representative for approval prior to start of work.

8.2 Permits
· Contractor shall obtain all required permits.
8.3 Warranties
· Provide warranties for all installed components.
8.4 Unapproved Work
· Work installed without approval is at Contractor risk.

9. PERFORMANCE

9.1 Occupied Residences
· Work shall not block access to occupied units.
9.2 Installation
· All installations shall follow manufacturer requirements.
9.3 Schedule
· Project shall be completed within 150 calendar days of Notice to Proceed.
9.4 Coordination
· Contractor shall participate in coordination calls as needed.
9.5 Permits, Fees, Taxes
· Contractor responsible for all required compliance.
9.6 Liability
· Contractor responsible for damages caused during work.

SPECIAL NOTICE:

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM." Agencies should develop their agency's FAR deviation and acquisition workforce guidance in consultation with their legal counsel. Agencies may need to take additional steps to comply with both E.O. 14173 and E.O. 14168. Agencies are reminded that FAR 1.404 requires agencies to furnish a copy of each approved class deviation to the FAR Secretariat, General Services Administration, by emailing the deviation to GSARegSec@gsa.gov. Please include whether or not the document can be posted on Acquisition.gov. If you have any questions or require additional information about this letter, please contact FARPolicy@gsa.gov.

Clauses Section

FAR 52.252-2	**Clauses Incorporated by Reference**	**FEB 1998**

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

52.204-13	**System for Award Management Maintenance**	**OCT 2018**
52.204-18	**Commercial and Government Entity Code Maintenance**	**AUG 2020**
52.204-19	**Incorporation by Reference of Representations and Certifications**	**DEC 2014**
52.212-4	**Contract Terms and Conditions - Commercial Products and Commercial Services**	**NOV 2023**
52.237-2	**Protection of Government Buildings, Equipment, and Vegetation**	**APR 1984**

Clauses in Full Text

FAR 52.252-6	**Authorized Deviation 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 Department of Interior Regulation (48 CFR, Chapter 14) clause
with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

FAR 52.212-5	**Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services**	**OCT 2025**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [*Contracting Officer check as appropriate*.]

__(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
__(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
__(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
XX (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
XX (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__(6) [Reserved].
__(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
XX (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
__(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II). **XX** (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
__(ii) Alternate I (Dec 2023) of 52.204-30.
__(12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).
__(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
__(14) [Reserved].
__(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
__(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__(17) [Reserved]
XX (18) (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.
__(19) (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.
__(20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

__(21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (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 (Jan 2025) of 52.219-9.
__(22) (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.
__(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
__(24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
XX (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
__(ii) Alternate I (Mar 2020) of 52.219-28.
__(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
__(28) 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 (Oct 2022) (15 U.S.C. 637(m)).
__(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
__(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
XX (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
__(32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
__(33) **[Reserved]**

__(34) **[Reserved]**

__(35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__(ii) Alternate I (Jul 2014) of 52.222-35.
__(36) (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.
__(37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
__(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
XX (39) (i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (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).
__(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial
products or commercial services as prescribed in FAR 22.1803.)
__(41) (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.)
__(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

__(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
__(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
__(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
__(46) 52.223-23, Sustainable Products and Services (May 2024) [Deviation 02-2025, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
__(47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
__(ii) Alternate I (Jan 2017) of 52.224-3.
__(48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
__(ii) Alternate I (Oct 2022) of 52.225-1.
___(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732),
Public Law 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 [Reserved].
__(iii) Alternate II (Jan 2025) of 52.225-3.
__(iv) Alternate III (Feb 2024) of 52.225-3.
__(v) Alternate IV (Oct 2022) of 52.225-3.
__(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
__(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
XX (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
__(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
__(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
__(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
XX (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
__(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
XX (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
__(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C.

637(d)(13)). (65)

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

This statement is for information only. It is not for wages.

Employee Class	Monetary Wage-Fringe Benefits
23160 - Electrician, Maintenance	$40.58
WG – 9/3	$38.98

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

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

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

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

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

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

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

__(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph

(d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating

to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract

for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (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.

(ix) [Reserved]

(x) **[Reserved]**

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

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

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

(xiv) 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.

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

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (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).
(xvii) 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).
(xviii) 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).
(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706). (xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxiii) 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. Subtitle A, Part V, Subpart G Note).
(xxiv) 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.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors. (April 2026)

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)	**February 2021**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).
"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Invoice to be on company letterhead with stated contract number.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date.
Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

INTERNET PROTOCOL version 6 (June 2012)

1. Any system hardware, software, firmware and/or networked component (voice, video or data) developed, procured, or acquired in support and/or performance of this contract shall be capable of transmitting,

receiving, processing, forwarding and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

2. Specifically, any new IP product or system developed, acquired, or produced must:

a. Interoperate with both IPv6 and IPv4 systems and products, and

b. Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

3. As IPv6 evolves, the Contractor commits to upgrading or providing an appropriate migration path for each item developed, delivered or utilized at no additional cost to 'the Government. The Contractor shall retrofit all non-IPv6 capable equipment, as defined above that is fielded under this contract with IPv6 capable equipment, at no additional cost to the Government.

4. The contractor shall provide technical support for both IPv4 and IPv6.

5. Any system or software must be able to operate on networks supporting IPv4, IPv6 or one that supports both.

6. Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified or replaced to bring it into compliance at no additional cost to the Government.

(End of clause)

Provisions Section

FAR 52.252-1	**Solicitation Provisions Incorporated by Reference**	**FEB 1998**

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

52.203-18	**Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation**	**NOV 2023**
52.204-7	**System for Award Management**	**NOV 2024**
52.204-16	**Commercial and Government Entity Code Reporting**	**AUG 2020**
52.204-29	**Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures.**	**DEC 2023**
52.209-2	**Prohibition on Contracting with Inverted Domestic Corporations-Representation**	**NOV 2015**
52.212-1	**Instruction to offerors-Commercial Products or Commercial Services**	**SEP 2023**
52.217-4	**Evaluation of Options Exercised at Time of Contract Award**	**JUN 1988**

Provisions in Full Text

52.204-24	**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**	**NOV 2021**

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

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video

Surveillance Services or Equipment.

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

(B) A description of all covered telecommunications equipment offered (include brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

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

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

(End of provision)

52.204-26	**Covered Telecommunications or Services Representation**	**OCT 2020**

Covered Telecommunications Equipment or Services-Representation (Oct 2020)

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

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

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

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

(End of provision)

FAR 52.212-2	Evaluation – Commercial Products and Commercial Services - Addenda	NOV 2021

(a) The Government will award a contract resulting from this solicitation to the responsible vendor whose quote conforming to the solicitation will be a best value to the Government, price and other factors considered, utilizing trade-offs where available to maximize benefit to the Government. This solicitation is not stating nor required to state the relative importance assigned to each evaluation factor and/or sub factor (FAR 13.106-1(a)(2)).

The following factors shall be used to evaluate accepted quotes:

1. Price.
2. 1. Technical: Technical is the factual documentation of the firm's ability to meet the requirements outlined in the "Statement of Work."
   a) Assert in Writing that your firm has the technical knowledge, tools, and certification to complete the work identified in the "Statement of Work."
   b) Submit a quote that complies with the requirements outlined in the "Statement of Work."

3. Prior experiences: Prior experience is the factual documentation or narrative of a firm's experience, qualifications, and capability, along with providing examples of their firm's most recent projects within the past five years of similar size and scope.
   a) Provide 2 examples of your firm's successful completion of project(s) within the past five years of similar size or greater as identified in the statement of work below.

(b) Options. The Government will evaluate the option for inclusion in the contract on a case-by-case basis. The option is not required and will be exercised only if the Government determines it is in its interest to do so.

(c) Award selection will be made in accordance with FAR Part 13, to the vendor that provides a quote that is technically acceptable, as in meets or exceeds the technical capability and experience elements above, is a best value to the Government, utilizing trade-offs where available, and pricing is determined fair and reasonable.

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

(End of Provision)

FAR 52.212-3	Offeror Representations and Certifications - Commercial Products and Commercial Services	OCT 2025

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 (SDVOSB) concern means a small business

concern—(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of
Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, 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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) 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 and controlled 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 Products and Commercial Services, 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that -

(i) it □is, □is not a small business concern; or

It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h)

and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(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) SDVOSB 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 that it □ is, □ is not an SDVOSB concern.*

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. *The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint

venture: _____.*]

(5) *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.

(6) *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.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* ___.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* ____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *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.

(10) *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:_____

(11) *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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed $200,000.) 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.

(e) *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 and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,”," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**	**Exceeds 55% domestic content (yes/no)**
_____	_____	
_____	_____	
_____	_____	

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. _

[List as necessary]

(4) 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 and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line Item No.	**Country of Origin**	**Exceeds 55% domestic content (yes/no)**
_____	_____	

_____	_____	
_____	_____	

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[List as necessary]

(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No.
_____
_____
_____

[*List as necessary*]

(3)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 paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as

defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Korean End Products or Israeli End Products:

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

[*List as necessary*]

(4) *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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless

the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

(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)