SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			M0068126Q0064	30 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Corey Slivnik	7605428245	14 Aug 2026 12:30 PM

9. ISSUED BY CODE M00681

COMMANDING GENERAL
MARINE CORPS BASE, BOX 555013
CAMP PENDLETON, CA 92055-5001
UNITED STATES
Corey Slivnik, Email: corey.slivnik@usmc.mil Telephone: 7605428245

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % 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): 811310

SIZE STANDARD:

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

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration 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: See Schedule

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

Section A - Solicitation/Contract Form

MCIWEST F&ES Carbon Cylinder Hydrostatic Testing

A1. TITLE OF CONTRACT.

Marine Corps Installations West (MCIWest) Fire and Emergency Services (F&ES) Hydrostatic Testing of Carbon Cylinders

A2. TYPE OF CONTRACT.

This will be a Single-Award Firm Fixed Price (FFP) Contract.

A3. PURPOSE OF CONTRACT.

The purpose of this contract is to fulfill the need for the Fire & Emergency Services (F&ES) Departments aboard Marine Corps Base (MCB) Camp Pendleton (CPEN), Marine Corps Air Station (MCAS) Miramar, and Marine Corps Logistics Base (MCLB) Barstow for the Government-owned 3M Scott Fire & Safety Brand carbon cylinders.

A5. SERVICE REQUIREMENTS.

The Contractor shall provide all personnel, equipment, supervision, management, etc. necessary to deliver the regulatory compliant hydrostatic testing of carbon cylinders in accordance with the terms and conditions as stated in the Performance Work Statement (PWS) under Section C of this solicitation.

A6: COMPETITION ENVIRONMENT.

This procurement has been established as full and open.

A7: NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE.

The appropriate NAICS code for this procurement is 811310, *Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance*, with a small business size standard of $12.5 million.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Hydrostatic carbon cylinder testing services in support of the Marine Corps Base (MCB) Camp Pendleton (CPEN) Fire & Emergency Services (F&ES). Testing is to be done in accordance with the terms and conditions outlined within the Performance Work Statement (PWS). The quantity breakdown can be found in PWS Section C3.1. Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Hydrostatic carbon cylinder testing services in support of the Marine Corps Air Station (MCAS) Miramar Fire & Emergency Services (F&ES). Testing is to be done in accordance with the terms and conditions outlined within the Performance Work Statement (PWS). The quantity breakdown can be found in PWS Section C3.1. Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Hydrostatic carbon cylinder testing services in support of the Marine Corps Logistics Based (MCLB) Barstow Fire & Emergency Services (F&ES). Testing is to be done in accordance with the terms and conditions outlined within the Performance Work Statement (PWS). The quantity breakdown can be found in PWS Section C3.1. Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS)

Hydrostatic Testing of Carbon Cylinders

C1. BACKGROUND.

Marine Corps Installations - West (MCIWEST) Fire & Emergency Services (F&ES) Departments require hydrostatic testing of 3M Scott Fire & Safety brand carbon cylinders for the various fire stations aboard, Marine Corps Base (MCB) Camp Pendleton (CPEN), Marine Corps Air Station (MCAS) Miramar, and Marine Corps Logistics Base (MCLB) Barstow. These services are needed for F&ES to be compliant with applicable National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), U.S. Department of Transportation (DOT) and original equipment manufacturer (OEM) standards. This is a one-time service.

C2. APPLICABLE PUBLICATIONS.

All work performed on F&ES firefighting equipment shall be done in accordance with the current version of all applicable publications, standards (current edition), and regulations including, but not limited to the following:

1) DOT Pipeline and Hazardous Materials Safety Administration (PHMSA) Cylinder Requalifier 49 Code of Federal Regulations (CFR) Sections 107.805, 180.205, 180.211, and 180.212.

2) NFPA 1404: Standard for Fire Service Respiratory Protection Training.

3) NFPA 1500: Fire Department Occupational Safety, Health and Wellness Program.

4) Specialized Firefighting Equipment Manufacturer Standards (3M Scott Fire & Safety).

5) Occupational Safety and Health Administration (OSHA) Standards, 29 CFR Part 1910 Occupational Safety and Health Standards.

C3. DESCRIPTION OF SERVICES AND PERFORMANCE REQUIREMENTS.

The Contractor shall provide all management, labor, equipment, tools, materials, supplies, and services necessary to deliver a one-time hydrostatic testing of carbon cylinders on 3M Scott Fire & Safety brand equipment.

The 3M Scott Fire & Safety brand carbon cylinders to receive the one-time hydrostatic testing include: one-hundred thirty (130) sixty (60) minute (min.) carbon cylinders, one-hundred eighty-two (182) forty-five (45) min. carbon cylinders, two-hundred eighteen (218) thirty (30) min. carbon cylinders, and eighteen (18) ten (10) min escape pack cylinders.

C3.1. Performance location and inventory.

The Contractor shall provide hydrostatic testing of carbon cylinders for the MCIWEST F&ES Departments, as coordinated with the COR. The quantities by location are detailed in Table 1.

Table 1

One-Time Hydrostatic Testing			
	MCB CPEN	MCLB Barstow	MCAS Miramar
60 Min. Carbon Cylinders	91	24	15
45 Min. Carbon Cylinders	0	52	130
30 Min. Carbon Cylinders	218	0	0
10 Min. Escape Pack Cylinders	9	9	0

C4. TASKS.

C4.1. One-time hydrostatic testing.

The US DOT has established regulatory requirements for the re-qualification testing of compressed gas cylinders. All carbon cylinders are to be inspected and hydrostatically re-tested every five (5) years as required in CFR Title 49 Part 180.205(c). Cylinders still with charge at the time the 5-year re-test is due, do not have to be re-tested until the charge is used, but prior to the re-filling the cylinder charge fully.

Visual inspection, at the time of hydrostatic re-testing, must be performed by an agency appropriately licensed by the DOT. Visual inspection must be performed in accordance with Compressed Gas Association, Inc. (CGA) pamphlet C-6.1; Standards for Visual Inspection of High Pressure Aluminum Compressed Gas Cylinders. Internal and external visual inspection of a cylinder should be performed prior to hydrostatic re-testing.

Hydrostatic re-testing must be performed by an agency appropriately licensed by the DOT. Once a cylinder has successfully passed all visual inspection and hydrostatic re-test requirements, it is to be permanently marked with the re-test date, month and year, and DOT licensed agency's number in the proximity of the previous hydrostatic test date. No cylinder is to be marked with the licensed re-test agency's number until the cylinder has passed all visual inspection and hydrostatic DOT re-test requirements. No cylinder may be marked with a licensed re-test agency number by any other person or agency other than the personnel of the licensed re-test agency.

Persons performing requalification functions. No person may represent that a repair or requalification of a cylinder has been performed in accordance with the requirements in (S)180.205 unless that person holds a current approval issued under the procedural requirements prescribed in subpart I of part 107 of this chapter. No person may mark a cylinder with a (Requalification Identification Number) RIN and a requalification date or otherwise represent that a DOT specification or special permit cylinder has been requalified unless all applicable requirements of this subpart have been met. A person who requalifies cylinders must maintain the records prescribed in (S)180.215 at each location at which it inspects, tests, or marks cylinders.

C5. TURNAROUND TIME.

Upon award, the Contractor shall provide within five (5) days a proposed schedule for hydrostatic testing of ALL carbon cylinders that fall within the five-year testing cycle, ensuring complete testing, to each fire station. The schedule shall ensure that all testing is performed within ninety (90) days of contract award. The schedule is subject to approval by the COR.

C6. EQUIPMENT REPLACEMENT.

The Contractor shall provide notice to the Government, within three (3) days of discovery, if any or all components of the carbon cylinders cannot be repaired and need to be replaced.

C7. ACCOUNTABILITY.

The Contractor is responsible for an accountability system for all equipment serviced. The Contractor assumes responsibility of the carbon cylinders until they are returned to the appropriate MCIW F&ES Department. Until the equipment is accepted by the appropriate MCIW F&ES Department, possession rests with the Contractor. The Contractor will process all necessary documentation to ensure full replacement of any lost or damaged equipment while in the Contractor's possession. The Contractor shall report any lost or damaged equipment to the COR within forty-eight (48) hours of being identified.

C8. SAFETY, HEALTH, AND ENVIRONMENTAL STANDARDS.

The Contractor shall comply with all applicable Federal, State, and Local safety, health, and environment regulations, including OSHA. The Government assumes no liability or responsibility for the Contractor's compliance or non-compliance with such responsibilities.

C9. DATA MANAGEMENT.

The Contractor shall maintain data in the form of a Microsoft Excel Workbook or Adobe PDF for tracking the testing services of the carbon cylinders. The data shall include, at minimum, the following elements: equipment serial number, inspection results, testing results, defects found (with photos), cleaning status (if applicable), repair status (if applicable), dates of return to service, and name of the inspector. This data shall be delivered via email upon request or made available through a database to the COR. All data shall be provided within thirty (30) calendar days following the end of each testing period.

The Contractor will provide data-entry support to enter service/maintenance and testing information into the USM Fire and Emergency Services Records Management database (First Due). Testing will be uploaded into the appropriate areas/modules of First Due. The department First Due system administrator will provide log on and password credentials via the Common Access Card (CAC) to the system once the Contractor's are on the installation and keep those credentials active throughout the contract.

C10. CONTRACTOR UNAUTHORIZED WORK PERFORMANCE.

Deviations from contract requirements and specifications without approval of the CONTRACT ADMINISTRATOR/OFFICER shall be at the risk of the Contractor, and any related costs shall be borne by the Contractor.

C11. GOVERNMENT RESPONSIBILITIES.

1) The Government will provide the Contractor access to the work site for the sole purpose of pick-up and drop off of the carbon cylinders.

2) Each respective F&ES Department will conduct routine inspection in accordance with NFPA 1851 Section 6.2, Routine Inspection, before carbon cylinder turnover for respective hydrostatic testing.

3) Each respective F&ES Department will collect all carbon cylinders on or by the day prior to the scheduled service date.

4) The Government shall not be responsible or liable for the Contractor's personal supplies, equipment, materials, or belongings brought onto government property to perform services. This includes, but is not limited to, loss or damage caused by fire, theft, accident, or natural or any other disaster.

C12. SCHEDULING DEVIATIONS.

The Contractor shall be notified within seven (7) days of any scheduling changes (including rescheduling and cancellation of services). The Government will not be responsible or liable for any costs incurred resulting from scheduling changes.

C13. QUALITY ASSURANCE.

A COR will be assigned to this contract. The Contractor is responsible for Quality Control. The Government will conduct Quality Assurance in accordance with the Quality Assurance Surveillance Plan (QASP), which describes how Government personnel will evaluate and assess contractor performance. The QASP will be revised or modified as circumstances warrant.

C14. INCREASE OR DECREASE IN REQUIREMENTS.

The equipment to be serviced under this contract may change at the discretion of the Government during the time the contract is in effect. Replacement of equipment with similar equipment (equipment similar in function and appearance to the 3M Scott Fire & Safety brand carbon cylinders) shall not constitute grounds for request for equitable adjustment or claim by the Contractor. In addition, due to reorganization, restructuring, or to enhance efficiency, the Government reserves the right to add or delete requirements in this contract to include or exclude all or part of facilities in California. Such increased or decreased requirements may include Marine Corps installations or other Department of the Navy organizations not included herein.

C15. PERFORMANCE REQUIREMENTS SUMMARY.

OUTCOME	PERFORMANCE	PERFORMANCE cont.	PERFORMANCE cont.	INSPECTION	INSPECTION cont.	INCENTIVE
Stake Holder Outcome	PWS Paragraph Section	Standard	Acceptable Quality Level (AQL)	Inspector	Method of Frequency	Performance Incentive
		Visual inspection shall be completed in accordance	100% of carbon cylinders receive an internal and external			

Visual Inspection of Cylinders	C4.1	with the applicable DOT 49 CFR.	visual inspection in accordance with DOT 49 CFR prior to hydrostatic testing, with zero (0) missed cylinders or deviations from standard.	COR; COR and respective F&ES Department Fire Chief joint-effort.	Validated at the end of each batch of testing.	Past Performance Reference.
Hydrostatic Testing of Cylinders	C4.1	Hydrostatic testing will be performed by a certified technician in accordance with the DOT, NFPA, and OEM standards and recommendations for the hydrostatic testing of cylinders manufactured under DOT exemption.	100% of eligible carbon cylinders are hydrostatically tested by a certified technician in accordance with DOT, NFPA, and OEM standards, with zero (0) unauthorized deviations.	COR; COR and respective F&ES Department Fire Chief joint-effort.	Validated at the end of each batch of testing.	Past Performance Reference.
Cylinder Marking	C4.1	Cylinders that successfully pass visual inspection and hydrostatic re-testing shall be permanently marked with the re-test date (month and year) and the licensed re-test agency's Requalification Identification Number (RIN) in the proximity of the previous hydrostatic test date. Marking must be performed exclusively by personnel of the licensed re-test agency.	100% of passing cylinders permanently marked with re-test date and RIN.	COR; COR and respective F&ES Department Fire Chief joint-effort.	Validated at the end of each batch of testing.	Past Performance Reference.
Accountability & Reporting	C7	The Contractor shall maintain an accountability system for all equipment while in their possession and shall report any lost or damaged equipment to the COR within forty-eight (48) hours of identification.	100% of lost or damaged equipment reported to the COR within 48 hours of identification.	COR; COR and respective F&ES Department Fire Chief joint-effort.	Validated at the end of each batch of testing.	Past Performance Reference.
Data Management & Database Entry	C9	Testing data (including equipment serial number, inspection/testing results, defects with photos, cleaning/repair status, return date, and inspector name) shall be maintained in Excel/PDF and turned over to the COR within thirty (30) calendar days following	100% of testing data delivered via Excel /PDF and entered	COR; COR and respective F&ES	Validated at the end of each batch of testing.	Past Performance Reference.

		the end of each testing. Additionally, the Contractor shall enter all service/maintenance and testing information into the First Due database.	into "First Due" system within 30 days.	Department Fire Chief joint-effort.		

Requirements

Hydrostatic testing of MCIWEST Fire and Emergency Services department owned carbon cylinders in support of MCB CPEN, MCLB Barstow, and MCAS Miramar.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: M33120 CountryCode: USA COMMANDING OFFICER SECURITY BATTALION MCB, BOX 555051 CAMP PENDLETON, CA 92055-5051 UNITED STATES To be provided upon award, To be provided upon award Email: To be provided upon award Telephone: To be provided upon award
0002	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: M02203 CountryCode: USA COMMANDING OFFICER MCAS MIRAMAR, PO BOX 452013 SAN DIEGO, CA 92145-2007 UNITED STATES To be provided upon award, To be provided upon award Email: To be provided upon award Telephone: To be provided upon award

0003	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: M93737 CountryCode: USA COMMANDING OFFICER B400 MARINE CORPS LOGISTICS BASE, COMPTROLLER BOX 110400 BARSTOW, CA 92311-5050 UNITED STATES To be provided upon award, To be provided upon award Email: To be provided upon award	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: M93737 CountryCode: USA COMMANDING OFFICER B400 MARINE CORPS LOGISTICS BASE, COMPTROLLER BOX 110400 BARSTOW, CA 92311-5050 UNITED STATES To be provided upon award, To be provided upon award Email: To be provided upon award	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: M93737 CountryCode: USA COMMANDING OFFICER B400 MARINE CORPS LOGISTICS BASE, COMPTROLLER BOX 110400 BARSTOW, CA 92311-5050 UNITED STATES To be provided upon award, To be provided upon award Email: To be provided upon award	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: M93737 CountryCode: USA COMMANDING OFFICER B400 MARINE CORPS LOGISTICS BASE, COMPTROLLER BOX 110400 BARSTOW, CA 92311-5050 UNITED STATES To be provided upon award, To be provided upon award Email: To be provided upon award	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: M93737 CountryCode: USA COMMANDING OFFICER B400 MARINE CORPS LOGISTICS BASE, COMPTROLLER BOX 110400 BARSTOW, CA 92311-5050 UNITED STATES To be provided upon award, To be provided upon award Email: To be provided upon award

	Telephone: To be provided upon award	Telephone: To be provided upon award	Telephone: To be provided upon award	Telephone: To be provided upon award	Telephone: To be provided upon award

Section F - Deliveries or Performance

F1. CONTRACT TERM.

The anticipated start date of services is 14 September 2026. The contract will be awarded for a base period of ninety (90) days. Services are expected to be performed no later than 14 December 2026. The entire duration of the contract shall not exceed ninety (90) days.

F2. FEDERAL HOLIDAYS.

The following Federal Holidays are observed by Government personnel. The Contractor is not expected to perform services on any Federal Holidays that occur during the term of the contract.

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
		1 Job	Place of Performance DoDAAC: M33120 CountryCode: USA COMMANDING OFFICER SECURITY BATTALION MCB, BOX 555051 CAMP PENDLETON, CA 92055-5051 UNITED STATES

0001	Period of Performance From 14 Sep 2026 To 14 Dec 2026		To be provided upon contract award., To be provided upon contract award. Email: To be provided upon contract award. Telephone: To be provided upon contract award.
0002	Period of Performance From 14 Sep 2026 To 14 Dec 2026	1 Job	Place of Performance DoDAAC: M02203 CountryCode: USA COMMANDING OFFICER MCAS MIRAMAR, PO BOX 452013 SAN DIEGO, CA 92145-2007 UNITED STATES To be provided upon contract award., To be provided upon contract award. Email: To be provided upon contract award. Telephone: To be provided upon contract award.
0003	Period of Performance From 14 Sep 2026 To 14 Dec 2026	1 Job	Place of Performance DoDAAC: M93737 CountryCode: USA COMMANDING OFFICER B400 MARINE CORPS LOGISTICS BASE, COMPTROLLER BOX 110400 BARSTOW, CA 92311-5050 UNITED STATES To be provided upon contract award., To be provided upon contract award. Email: To be provided upon contract award. Telephone: To be provided upon contract award.

Section G - Contract Administration Data

G1. POINTS OF CONTACT (POC).

Contracting Officer's Representative (COR)

Name: Will be provided upon contract award

Address: Will be provided upon contract award

Email: Will be provided upon contract award

Phone Number: Will be provided upon contract award

Contract Officer (KO)

Name: Corey Slivnik

Address: Bldg. 22180 10th Street, Camp Pendleton, CA 92055

Email: corey.slivnik@usmc.mil

Phone Number: 760-542-8245

Supervisory Contracting Officer

Name: Maria Caceres

Address: Bldg. 22180 10th Street, Camp Pendleton, CA 92055

Email: maria.caceres@usmc.mil

Phone Number: 760-470-6048

G2. SUBMISSION OF INVOICES.

In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment requests and Receiving Reports, the Contractor shall submit invoicing through Wide Area Workflow (WAWF). All invoices shall be submitted in accordance with what was prescribed in the PWS of this document.

G3. CONTRACT CLOSEOUT.

The Contractor shall submit a final invoice within thirty (30) calendar days after the end of the performance period. The final invoice shall be in accordance with what is prescribed within the PWS of this document.

G4. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).

G4.1. INTRODUCTION.

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS). This plan sets forth the procedures and guidelines the Marine Corps Installations - West (MCIWEST) Fire & Emergency Services (F&ES) Departments located at Marine Corps Base (MCB) Camp Pendleton (CPEN), Marine Corps Air Station (MCAS) Miramar, and Marine Corps Logistics Base (MCLB) Barstow, will use in ensuring the required performance standards are achieved by the contractor.

G4.1.1. Purpose.

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards and quality levels identified in the PWS, and to ensure that the government pays only for the level of services received.

G4.1.2. Performance Management Approach.

The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work. This QASP defines the performance management approach taken by the MCIWEST F&ES to monitor and manage the contractor's performance to ensure the expected outcomes communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment.

G4.2. ROLES AND RESPONSIBILITIES.

G4.2.1. The Contracting Officer (KO).

The KO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the contractor. The KO will designate one full-time COR as the government authority for performance management.

G4.2.2. The Contracting Officer's Representative (COR).

The COR is the designated representative for the Government responsible for technical direction and monitoring the progress and quality of the Contractor's performance. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the KO for resolution. The COR is NOT authorized to make any commitments that will result in changes to price, quantity, quality, schedule, or any other terms and conditions of the contract.

G4.3. PERFORMANCE REQUIREMENTS SUMMARY (PRS).

The Performance Requirements Summary (PRS) table is located in Section C of the contract (the Performance Work Statement). The PRS details the key performance standards for this contract, the government's surveillance methods, and the remedies for non-compliance. It is the primary tool for assessing contractor performance.

G4.4. METHODOLOGIES TO MONITOR PERFORMANCE.

This section defines the surveillance methods the Government will use to assess contractor performance. The specific method(s) applicable to each performance requirement are detailed in the PRS table.

G4.4.1. Contractor Self-Reporting and Government Validation.
This method requires the Contractor to report their progress against the approved one-time testing schedule. The COR will validate this self-reported progress to ensure the testing of the complete cylinder inventory remains on track and is finalized within the required performance period. This includes reviewing any status reports provided by the Contractor and confirming that the number of cylinders tested aligns with the agreed-upon schedule.

G4.4.2. 100% Inspection of High-Risk Deliverables.
This method requires the COR or designated inspector to evaluate all deliverables that are critical to the safety, record-keeping, and compliance of the MCIWEST F&ES. 100% inspection applies to:

- Data Management Files: Comprehensive review of the Excel and PDF tracking records submitted by the Contractor within thirty (30) days of testing completion to ensure all tested cylinders are accurately documented.
- "First Due" Database Entries: Verification that the Contractor has accurately and completely input all required testing and maintenance data into the Government's "First Due" database system.
- Failed Cylinder Notifications: Review of any formal notifications and documentation provided by the Contractor regarding cylinders that failed the hydrostatic test, cannot be repaired, and require replacement to ensure they are immediately identified and permanently removed from service.

G4.4.3. Random Sampling of Completed Work.
This method requires the COR to evaluate a statistically representative sample of the completed services to ensure consistent quality and compliance with Department of Transportation (DOT) and Compressed Gas Association, Inc. (CGA) standards. Random sampling applies to:

- Physical Verification of Cylinder Markings: Randomly selecting a subset of the tested and returned carbon cylinders to visually verify that each cylinder has been properly and permanently marked with the required re-test date, month, year, and the licensed re-test agency's identification number.
- Data Audit: Cross-referencing the randomly selected physical cylinders against the provided Data Management logs and "First Due" system entries to ensure the physical markings on the cylinders match the recorded data.

G4.4.4. Periodic Observation.
This method requires the COR to periodically observe the Contractor's performance in real-time to assess adherence to required safety, handling, and testing procedures. Period observation applies to:

- The Contractor will be evaluated by a spot audit upon delivery of the carbon cylinders to ensure that testing was completed in full and the equipment maintains the necessary markers that ensure compliance with DOT and CGA standards.

G4.4.5. Customer Complaint Analysis.
The Government will investigate all customer complaints to determine their validity. While customer feedback is a valuable performance indicator, it is considered a reactive measure. The proactive methods listed above are the primary tools for government surveillance.

G4.5. QUALITY ASSURANCE DOCUMENTATION.

The Surveillance and Performance Monitoring (SPM) module within the Procurement Integrated Enterprise Environment (PIEE) will serve as the official system of record for all quality assurance documentation related to this contract.

The COR is responsible for using SPM to create a complete and auditable record of all performance management activities. All entries shall be professional, detailed, and timely. At a minimum, the COR will document the following in SPM:

- All scheduled and unscheduled surveillance activities performed.
- A clear description of what was checked, the sample size, and the result (e.g., "Inspected 25 of 130 carbon cylinders, found 0 defects, validating compliance with proper DOT markings").
- Any identified performance deficiencies and the date/time the contractor was notified.
- All communications with the contractor regarding performance, including notifications of rejected deliverables or required Corrective Action Plans.
- Records of validated customer complaints.

This official record in SPM will be the basis for all performance discussions, analyses, and administrative actions taken by the Contracting Officer.

G4.6. ANALYSIS AND RESOLUTION.

G4.6.1. Determining Performance.
The Government will use the data collected via the methods defined in this QASP to determine if the contractor has met the Acceptable Quality Levels (AQLs) specified in the PRS.

G4.6.2. Corrective Action Plans (CAPs).
As specified in the PRS, if the contractor fails to meet an AQL for certain performance objectives, the COR will require the contractor to submit a formal CAP. The CAP must be submitted to the COR within five (5) business days and detail the cause of the failure and the specific steps the contractor will implement to prevent recurrence. The COR will monitor the contractor's adherence to their CAP.

G4.6.3. Reviews and Resolution.
The COR and KO may require the contractor's project manager to meet as needed to discuss performance. The agenda may include performance data, trend analysis, the status of any open CAPs, and other issues. If performance issues are not resolved through these measures, the KO may take formal contractual action, such as issuing a Cure Notice or a Letter of Concern.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0871
Issue By DoDAAC	M00681
Admin DoDAAC	M00681
Inspect By DoDAAC	To be provided upon award
Ship To Code	To be provided upon award
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	To be provided upon award
Service Acceptor (DoDAAC)	To be provided upon award

Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

To be provided upon award

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

H1. SECURITY REQUIREMENTS.

The work completed under this contract will be of an Unclassified nature. The Contractor will not be granted access to Government Information Technology (IT) systems. The Contractor will only be granted access to Unclassified facilities necessary to conduct pick-ups, drop-offs, and appropriate actions in order to perform the necessary services that are in accordance with this contract.

H2. BASE ACESS AND SECURITY REQUIREMENTS.

Base access requirements and procedures may change during the term of the contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for equitably adjustment or other contract modification.

H3. CONTRACTOR COMPLIANCE TO BASE ACCESS AND SECURITY REQUIREMENTS.

Contractor and subcontractor employees shall comply with installation rules and regulations, including installation access requirements. The Contractor is responsible for ensuring that each of its subcontractors fully comply with the following requirements and shall flow down to subcontracts a clause to satisfy this contractual obligation.

The Commanding Officer of each base has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant entry or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or debarment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract and shall not constitute grounds for contractor claim or request for equitable adjustment.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contractor personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor either through the use of uniforms or with nametags, as directed by the Contracting Officer. Any alternate methods of ensuring contractor personnel are readily identifiable must be approved in advance by the Contracting Officer.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor

personnel shall follow any direction given by Military Police or other security or safety personnel.

H4. IDENTIFICATION AND BASE PASSES.

The Contractor shall obtain identification cards for all employees assigned to this contract. An application shall be

coordinated with the COR through the Provost Marshall's Office. At time of application, the installation's PMO may

conduct a background check on employees. Upon termination of employment, the contractor shall return

identification cards to PMO within 24 hours.

H5. DEFENSE BIOMETRIC IDENTIFICATION SYSTEM (DBIDS).

The Contractor is responsible for providing information required to obtain clearances, permits, passes, security badges, or employee credentials required for Contractor personnel or equipment access. This includes information required for police or background checks or investigations.

The Contractor is responsible for ensuring such clearances, permits, passes, security badges, or employee credentials are immediately returned to the issuing activity upon termination of an employee, completion of a project or termination of a contract or subcontract.

All Contractor personnel performing work under this contract who require access to military installations shall obtain whatever personal entry or vehicle passes are required for access to that installation. The procedures below are the current installation access requirements for Government installations and are provided for information only.

The Contractor is responsible for ascertaining and complying with all currently installation access requirements throughout all performance periods under this contract.

1. The Contractor shall obtain a letter of support from the customer that their contract ultimately supports. The letter of support will identify the Company Name, Contract Number, period of performance of the contract, location of performance, Driver's License and expiration date of each of the Contractor's employees and point of contact information for the customer that signed the request. The Contractor's employees will take the letter of support to request a DBIDS card to the Base Access Control Branch, Provost Marshal's Office, located at the applicable Government installation. Hours of operation are from 07:30 am to 4: 00 pm, Monday through Friday. They are closed on weekends and federal holidays.

1. DBIDS cards will be issued by the Base Access Control Branch. Grounds for denial or revocation of a Business Pass include if the applicant:

    1. Is listed on the National Terrorist Watch List.

    1. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or Social Security Number (SSN) cannot be verified.

    1. Is subject to an outstanding criminal warrant.

    1. Business pass applications contain false or fraudulent information.

    1. Has a felony conviction within the last 10 years.

1. Has a total of three criminal misdemeanor convictions within the last 10 years.

1. Is a registered sex offender, regardless of the date of the criminal offense.

1. Has a criminal misdemeanor or felony conviction for the following types of criminal offenses:

1. Offenses of a sexual nature;

ii. Offenses of violence;

iii. Offenses related to gang related activity, supremacists, or extremist behavior; i.e., hate crimes;

iv. Crimes resulting from the possession, use, manufacturer, introduction, or distribution of any illegal drug listed in the Comprehensive Drug Abuse Prevention & Control Act of 1970, Schedules I through IV;

v. Has a criminal misdemeanor or felony conviction for offenses in which weapon instrumentality (e.g., firearm, knife, or other bladed instrument, club, brass knuckles) was used either as a means of violence, or threat of violence.

vi. Military active duty by the receipt of a dishonorable discharge or bad conduct discharge.

vii. Has been issued a debarment order and is currently banned from any military installation. Has exhibited characteristics, traits, or other indications that cause concern for the safety or welfare of personnel and/or residents aboard the base; or that causes concern for the physical security of the base.

DBIDS/MCESS card holders will be required to transition to the Defense Biometric Identification System (DBIDS) credential in order to access to the applicable Government installation and other controlled areas within the MCIWEST Region. DBIDS credentials will be valid for the duration of your contract, not to exceed five years; however, re-vetting of individuals' information will occur each year.

To help expedite processing time, DBIDS pre-enrollment is encouraged at https://dbids-globalenroll.dmdc.mil/preenrollui/#/landing-page.

Note: Pre-enrollment is currently only possible if an individual sponsor can be identified. As needed, Base Access

Control will issue temporary passes, valid for up to 60 days, to contractors and venders to accommodate them during the DBIDS transition. DBIDS(r) credentials will only be issued by the Fortior Solution representative who is located at Base Access Control.

Effective 1 October 2018, all contractors and vendors must be in possession of a DBIDS credential that is

authenticated for all MCIWEST and west coast Service-Level Training Installations (SLTI).

H6. CONTRACTOR EMPLOYEE CONDUCT.

1. Safety. The Contractor shall safeguard and maintain all Government and Contractor property, as well as provide for the safety and well-being of personnel employed under this Contract.

a. Emergency Services. The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. The Contractor or their employees shall immediately notify their supervisor of any accident requiring emergency medical treatment.

1. Occupational Safety and Health Administration (OSHA). The Contractor shall comply with all OSHA standards (1910 - Table of Contents | Occupational Safety and Health Administration (osha.gov)). The Contractor shall be responsible for ensuring adherence to all applicable installation policies and federal rules and regulations.

2. Contractor Point of Contact (POC). The Contractor shall provide a POC, who shall be responsible for the performance of the work under this contract. The Contractor shall submit this individual's name and contact information to the COR within ten (10) days following contract award. The POC shall have full authority to act for the contractor on all Contract matters relating to daily operation of this Contract. The POC shall be available via telephone, e-email, and physically, if necessary, between 0730 to 1600, Monday through Friday, except Federal holidays or when the Government facility is closed for administrative reasons.

3. Identification of Contractor Employees. All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All Contractor personnel shall clearly identify themselves as a Contractor and shall be required to wear identification (ID) badges in a visible location on the front of exterior clothing, above the waist, (except when safety or health reasons prevent such placement). ID badges shall be worn at all times when performing work. ID badges shall have an identification picture, and shall state the name of the individual and the company they represent. A listing of issued identification cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. Contractor personnel are prohibited from possessing weapons, firearms or ammunition, on themselves with their Contractor-owned or privately owned vehicle while on Marine Corps installation premises.

4. Supervision of Contractor Employees. The Government will not exercise any supervision or control over Contractor or subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor employees.

H7. BASE REGULATIONS.

The contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to safe operation of vehicles, and shall not be present in locations not required for proper performance of the contract. Additionally:

1. Contractor Personnel entering a military installation may be subject to security checks.

2. Contractor personnel shall abide by any direction given by Military Police or other security personnel acting in accordance with their duties.

3. Contractor personnel shall abide by all posted speeds while aboard military installations.

4. All Contractor personnel performing work under this contract, who require access to the military installation, shall obtain the appropriate vehicle passes and identification from the Provost Marshall's Office (PMO), with the assistance of the Contracting Officer's Representative (COR).

5. The Government may, at any time, bar any employee who violates Federal regulations pertaining to security, safety, health, or law while aboard a military installation. The removal of an employee from a military installation shall not relieve the Contractor of the requirement to continue performance of this contract.

6. The Contractor shall not employ any individual for the performance of this contract, which may violate Department of Defense (DoD) Joint Ethics Regulations, DoD Directive 5500.7-R or create a conflict of interest or an appearance of a conflict.

H8. ADDITIONAL REQUIREMENTS.

1. Photography is restricted on the Base. Clearance for photography shall be obtained in advance from appropriate Base personnel. When requested, all film of storage media must be turned over for processing and security inspection.

2. All Contractor personnel shall be familiar with the installation Fire Danger Rating System (FDRS). Personnel are required to observe all restrictions applicable under the FDRS pertaining to permit activities while on the Base. Vehicles shall be parked only in designated parking areas in designated parking lots. Smoking is restricted to areas of bare soil. Fires of any nature are prohibited.

3. Do not pick up, remove, or disturb any ordinance (spent or live ammunition, brass, pyrotechnics, etc.).

4. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the Contracting Officer. If your vehicle gets stuck or breaks down, military personnel cannot pull or tow your vehicle.

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.224-3	Privacy Training.	Jan 2017		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

Section J - List of Attachments

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Wage Determination #2015-5629 rev. 29 dated 13 May 2026 - California County of San Bernardino	Wage Determination		24 Jul 2026
02	Wage Determination #2015-5635 rev. 30 dated 13 May 2026 - California County of San Diego	Wage Determination		24 Jul 2026

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

FAR Clauses Incorporated by Full Text

52.204-90 Offeror Identification. (Deviation 2026-O0038) (Feb 2026)

OFFEROR IDENTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary 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 the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

☐ TIN: ____;

☐ TIN has been applied for; or

☐ 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; or

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

(2) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4; or

☐ Other.

(3) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

☐ Name and TIN of common parent:

Name: ____

TIN: ____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN 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)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a	Contact the appropriate National Codification Bureau (https://www. nato.int/structur/ac/135/about/contacts)

sponsored nation	
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int /AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	____	____
Highest-level owner	____	____
Predecessor*	____	____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (Mar 2025) Deviation 2025-O0004 (Mar 2025)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025)
(DEVIATION 2025-O0003 AND 2025-O0004)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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 with 13 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 business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

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

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

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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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

(ii) 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 CFR 124.1001.

(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) [Reserved]

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

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

(1)
(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product 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) ☐

(ii) ☐

(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) ☐ 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) ☐ 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) [Reserved]

(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)

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense 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."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense 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, then the Offeror shall complete the following additional representation:

> The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

L1. TITLE.

MCIWest F&ES Hydrostatic Testing of Carbon Cylinders

L2. PRIMARY POINT OF CONTACT (POC).

The primary POC for this procurement is Corey Slivnik, corey.slivnik@usmc.mil.

L3. Secondary POC.

The secondary POC for this procurement is Maria Caceres, maria.caceres@usmc.mil.

L4. DESCRIPTION.

The Services set forth in the PWS are to provide a one-time regulatory compliant visual inspection and hydrostatic testing of Government-owned 3M Scott Fire & Safety Brand carbon cylinders to support the F&ES Departments aboard MCB Camp Pendleton, MCAS Miramar, and MCLB Barstow.

L5. PROCUREMENT METHOD.

This procurement is a full-and-open competition acquisition utilizing RFO FAR Part 12, Acquisition of Commercial Products and Commercial Services, and RFO FAR Subpart 12.201-1, Simplified Procedures, resulting in a Firm-Fixed-Price (FFP) contract.

L6. QUOTE ORGANIZATION AND FORMAT.

L6.1. Submission of Quote.

Quotes must be received no later than the date stated on Page One (1) Box Eight (8) (PST/PDT). Quotes shall be submitted via email to the primary and secondary POC as discussed in Sections L2 and L3 of this solicitation.

L6.2 General Instructions.

This solicitation is issued in accordance with the regulations outlined in Section L5 of this solicitation, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Navy Marine Corps Acquisition Regulation Supplement (NMCARS). The Quote must include all documentation specified below in Section L6.3.2. Submission of a complete quote will constitute the

Quoter's acceptance of the terms and conditions of the Request for Quote (RFQ) concurrence with the PWS, and agreement to the specified contract type. It is in the Government's intention to award without discussions. If the Quoter believes that these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the Quoter shall immediately notify the Contracting Officer in writing with supporting rationale. The Quoter is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without discussion. In accordance with FAR Subpart 4.309, Storage, handling, and contract files, the Government will retain a copy of all unsuccessful quotes. Unless the Quoter requests otherwise, the Government will destroy extra copies of such unsuccessful quotes.

L6.3. Quote preparation instructions.

The Quoter's submission shall contain a completed, dated, and signed SF 1449.

L6.3.1 Exceptions.

The Quoter is required to meet all solicitation requirements, such as terms and conditions, representations and certifications, technical requirements, and acknowledgement of any and all amendments issued, in addition to those identified as evaluation factors. If the Quoter finds it necessary to take exception to any of the requirements specified in this solicitation, the Quoter shall clearly identify the applicable exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact (if any) on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. The Quoter is cautioned that taking an exception may render the quote ineligible for award. This information shall be provided in the format as outlined in Table 1 below:

Table 1: Solicitation Exceptions

Solicitation Document	Page/Paragraph	Requirement/Portion	Rationale & Impact
[E.G., Section B, PWS, Section L - Instructions to Quoter, etc.]	[Applicable page and paragraph number]	[Identify the requirement or portion to which exception is taken]	[Describe the rationale and impact of the exception]

L6.3.2 Quote Content.

1) **General.** The Quoter is required to submit a completed SF 1449 (Solicitation, Offer, and Award), acknowledgement of all Amendments, SF 1449 Continuation Sheets Supplies and Prices/Costs, and FAR 52.212-3 Alt I, Offeror Representations and Certifications. All final monetary extensions shall be in whole dollars only. Failure to follow the Quote preparation instructions may cause the Quoter's submission to be deemed unacceptable by the Government.

a) **Proof of Certification:** The Quoter must submit proof of a current, valid Department of Transportation (DOT) Requalification Identification Number (RIN).

b) **Technical Approach and Schedule:** A brief technical approach or schedule demonstrating the capability to perform all required inspections and hydrostatic testing within the mandatory ninety (90) day completion window. This schedule must explicitly account for the logistics of servicing all three locations (MCB CPEN, MCLB Barstow, MCAS Miramar) and acknowledge the capability to meet the data management and "First Due" database entry requirements as outlined in the PWS.

c) **Exceptions/Assumptions (if applicable):** Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the quote preparation must be identified.

d) **Vendor Information:** The Quoter shall provide the name, title, telephone number, Unique Entity Identifier (UEI), and Commercial and Government Entity (CAGE) code of the company/division POC regarding decisions made with respect to the quote and who can obligate the company contractually.

e) **RFO FAR 52.204-7 and 52.204-13 System for Award Management (SAM) - Registration and Maintenance:** The Quoter shall ensure they are registered in SAM, (SAM.gov), and have accurately maintained their representations, certifications, responsibilities, and qualifications therein.

f) **Other Representations or Statements of Quoters: FAR 52.240-90, Security Prohibitions and Exclusions Representations and Certifications and FAR 52.240-91, Security Prohibitions and Exclusions:** The Quoter shall ensure this section is submitted complete and thoroughly answered, ensuring all blocks in each certification/representation have complete and truthful responses

IMPORTANT: If the quoter simply restates the requirements in the sections of the Performance Work Statement (PWS), the quotation will receive a technical rating of **Unacceptable**. A capabilities statement is not an acceptable technical quote. The technical quote shall be specific, detailed, complete, and fully demonstrate that the prospective Quoter has a thorough understanding of the Government's requirements. Data previously submitted to the Government will not be considered; therefore, such data shall not be incorporated into the technical quote by reference. Statements that the Quoter understands, can, or will comply with all specifications, or statements paraphrasing the specifications or other information contained in the Solicitation will be considered inadequate. Phrases such as "Standard procedures will be employed" and "well known techniques will be used" will also be considered insufficient.

2) **Price.** The Quoter shall complete the SF 1449 and its respective Continuation Sheets - Supplies or Services and Prices /Costs section of the solicitation. The Quoter is cautioned that the SF 1449 must contain an original signature in Block 30a of the form. The SF 1449 shall be submitted fully completed and error free. It shall contain the Quoter's prices for the established Contract Line-Item Numbers (CLINs).

By submitting a quotation, the Quoter agrees that all terms and pricing shall remain firm and open for acceptance for a period of sixty (60) calendar days from the solicitation closing date.

Quoters shall provide a separate document that outlines how the unit pricing was established via a price breakdown, to include the proposed labor categories of all personnel that will support the contract. If a quoter utilizes formulas, those formulas should be accessible/visible to the Government. Quoters shall also submit a narrative identifying all elements of its price breakdown and a rationale explaining the major price considerations used to prepare the price quote. These considerations shall address, but are not limited to, any assumptions made, estimating methodology, and any constraints related to the labor and other pricing data. This information will not constitute "certified cost or pricing data" as that term is defined in FAR 2.101, but may be used by the Government to determine price fair and reasonable in accordance with RFO 12.204(a).

L6.4. Period of Acceptance of Quotes.

The pricing terms and conditions of the quote shall be valid for ninety (90) days from receipt.

L6.5. Wide Area Workflow (WAWF) Receipt and Acceptance.

As a condition of receipt of any resulting order, the Contractor agrees to implement Department of Defense (DoD) web-based application(s). Information on registering in WAWF/iRAPT may be obtained from https://wawf.eb.mil/xhtml/unauth/registration/notice.xhtml or calling 866-618-5988. Registration in WAWF/iRAPT is free.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

Section M - Evaluation Factors for Award

BASIS FOR AWARD

Evaluation-Commercial Products and Commercial Services

(a) The Government intends to award a single FFP contract utilizing full-and-open competition in accordance with RFO FAR 12, Acquisition of Commercial Products and Commercial Services, and RFO FAR Subpart 12.201-1, Simplified Procedures.

(b) Award will be made to the responsible quoter whose quote represents the best value to the Government, considering both Price and Technical Capability.

(c) Relative Importance: Quotes will be comparatively assessed to determine the best value to the Government, integrating technical capability and price. Technical capability is equally important to price.

EVALUATION FACTOR 1: Technical Capability.

The Government will evaluate the quoter's technical approach to determine if it meets the minimum requirements outlined in the PWS. To be evaluated as technically acceptable, the quoter must submit:

- **Proof of Certification:** A current, valid Department of Transportation (DOT) Requalification Identification Number (RIN).

- **Technical Approach and Schedule:** A brief technical approach and a sample schedule demonstrating the capability to perform all required inspections and hydrostatic testing within the mandatory ninety (90) day completion window. This schedule must explicitly account for the logistics of servicing all three locations (MCB CPEN, MCLB Barstow, MCAS Miramar) and acknowledge the capability to meet the data management and "First Due" database entry requirements as outlined in the PWS.

Technical capability will be evaluated using the ratings outline in the table below.

Technical Rating Table

RATING	DESCRIPTION
ACCEPTABLE	Quotation meets the requirements of the solicitation.
UNACCEPTABLE	Quotation does not meet the requirements of the solicitation.

EVALUATION FACTOR 2: Price.

The Government will evaluate the total proposed price to determine if it is fair and reasonable. In order to be considered for an award, the price must be determined to be fair and reasonable, and balanced (or if unbalanced pricing exists, that it does not pose an unacceptable risk to the Government) using one or more techniques set forth in RFO FAR 12.204(a).

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

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

See Section M for the Basis of Award and evaluation factors.

(b) *Options*. The services covered under this contract will be for one-time services only. Options shall not be included nor considered.

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

(End of provision)