



1. The enclosed solicitation covers the periods:

NOVEMBER 8, 2022 through NOVEMBER 7, 2027

2. The following tentative negotiation schedule is provided for planning purposes. Note this schedule is subject to change at any time:

**QUESTIONS MUST BE SUBMITTED BY: May 19, 2022 at 12:00 PM local Fort Belvoir, VA Time**

**OFFER MUST BE SUBMITTED BY: June 08, 2022 at 3:00 PM local Fort Belvoir, VA Time**

3. NOTICE: Any contract awarded to a contractor who, at the time of award, was suspended, debarred, or ineligible for receipt of contracts with Government agencies, or was in receipt of a notice of proposed debarment for any Government agency, is voidable at the option of the Government.

4. INSTRUCTIONS ON SUBMITTING OFFER:

- a. The following items MUST be returned to DLA Energy to constitute a valid offer:

- i. STANDARD FORM 1449 with blocks 17a and 30a - c completed.
- ii. The following contractor fill-in clauses/provisions in this solicitation must be completed:

- 1. B34.01
- 2. DLAD 52.233-9001 (if applicable)
- 3. FAR 52. 204-26
- 4. FAR 52.209-5
- 5. FAR 52.212-3
- 6. FAR 52.229-11
- 7. K33.01

- b. The e-mail address in which to submit quotes is: [csTeam@dla.mil](mailto:csTeam@dla.mil).

- c. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

- d. Contractors must acknowledge receipt and acceptance of all amendments to this solicitation.

## SECTION B – SUPPLIES OR SERVICES AND PRICES OR COSTS

### B.1 RFQ GENERAL DESCRIPTION

The Defense Logistics Agency Energy (DLA Energy) is issuing this Request for Quotation (RFQ) for Sustainment, Restoration, and Modernization (SRM) Consulting and Technical Support Services. This acquisition will be a Firm Fixed Price (FFP) using NAICS code 541611 (Administrative Management and General Management Consulting Services). The period of performance is one 12-month base period from date of award, with four 12-month option periods with the possibility of up to a 6-month contract extension under the authority of Federal Acquisition Regulation (FAR) Clause 52.217-8. This is an all or none requirement. Partial quotations will be deemed unresponsive and will not be evaluated. The Contractor agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of quotations, unless another time is specified in an amendment to the RFQ.

### B34.01 SERVICES TO BE FURNISHED AND PRICES (DLA ENERGY FEB 1991)

The services to be furnished during the period specified herein and the unit prices are as follows:

#### SRM TECHNICAL SUPPORT SERVICES (BASE PERIOD, 08 November 2022 – November 07 2023)

CLIN	DESCRIPTION	QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL PRICE
0001	Base Period, SRM Consulting & Technical Support Services Nov 8, 2022 – Nov 07, 2023	12	Month	\$	\$
0002	Base Period, Travel – Time & Material (T&M) Not to Exceed (NTE) Nov 8, 2022 – Nov 07, 2023	1	Month		NTE: \$11,500
0003	Option Period 1, SRM Consulting Services Nov 8, 2023 – Nov 07, 2024	12	Month		
0004	Option Period 1, Travel – T&M Not to Exceed (NTE) Nov 8, 2023 – Nov 07, 2024	1	Month		NTE: \$11,500
0005	Option Period 2, SRM Consulting Services Nov 8, 2024 – Nov 07, 2025	12	Month		
0006	Option Period 2, Travel – T&M Not to Exceed (NTE) Nov 8, 2024 – Nov 07, 2025	1	Month		NTE: \$11,500
0007	Option Period 3, SRM Consulting Services Nov 8, 2025 – Nov 07, 2026	12	Month		
0008	Option Period 3, Travel – T&M Not to Exceed (NTE) Nov 8, 2025 – Nov 07, 2026	1	Month		NTE: \$11,500
0009	Option Period 4, SRM Consulting Services Nov 8, 2026 – Nov 07, 2027	12	Month		
0010	Option Period 4, Travel – T&M Not to Exceed (NTE) Nov 8, 2026 – Nov 07, 2027	1	Month		NTE: \$11,500
<b>Total Extended Price</b>					<b>\$</b>

## SECTION C – SPECIFICATIONS/SOW/SOO/ORD

### Performance Work Statement

#### 2.1.1. INTRODUCTION

The DLA Energy Facilities Sustainment Directorate is responsible for the stewardship and funding of Sustainment, Restoration, Modernizing and Environmental (SRM & E) for the Department of Defense's (DoD) Petroleum, Oil and Lubricant (POL) infrastructure which supports DLA-owned fuel. Through the SRM&E Programs, DLA-Energy Facility Sustainment Directorate (FSD) ensures maximum operational and mission readiness capabilities. DLA Energy FSD consists of two divisions, Program Management Division and the Engineering, Environmental, Property Division.

DLA Energy Program Management Division (PMD) is responsible for sustaining, restoring and modernizing 75% of the DOD's fixed fuels infrastructure at 563 sites across 391 installations worldwide that store DLA Energy-owned petroleum, oil and lubricants. The \$750 million per year program provides enterprise level Sustainment (maintenance and repair activities to keep facilities in good working order over their expected service lives), Restoration (repairs required to return degraded facilities to good condition) and Modernization (maintenance and repair required to keep facilities functioning beyond their expected service lives or to meet new requirements) at DLA Energy capitalized fuel facilities. The objective of the program is to meet operational and emerging Warfighter requirements. Overall, PMD is responsible for the sustainment, restoration, and modernization of 14,974 real property assets worldwide. PMD currently has 44 personnel and is centrally headquartered at Fort Belvoir.

DLA Energy Engineering, Environmental, Property Division (EEPD) provides comprehensive engineering, environmental, security and property accountability for DLA Energy's supported infrastructure worldwide. The division ensures fixed fuel infrastructure containing DLA-owned fuel meets DOD standards and environmental regulations. The team oversees planning, design, and execution of DLA Energy fuels infrastructure Military Construction Projects worldwide through the DOD Construction Agents. The division also provides environmental services management and technical oversight for all Service requested environmental compliance and restoration requirements. EEPD currently has 64 personnel disbursed both in CONUS as well as the Europe, Africa, and Pacific regions.

FSD projects are managed by pillars: Centrally Managed Programs (CMP), Emergent, Recurring Maintenance and Minor Repair (RMMR), Facility Assessments, Environmental, Fuels systems automation, and MILCON. FSD Project Managers interact with the organization's stakeholders daily to manage POL assets for the Army, Air Force, Navy and Marine Corps. DLA's Enterprise Business System (EBS) is currently the system of record to manage and track all real property assets and financials.

#### 2.1.2 PERFORMANCE OBJECTIVE

The Facility Sustainment Directorate has a requirement for consulting and technical support to advise and assist the Government with strategic planning, process management, data management, strategic support, and senior program management. This support is required to enhance FSDs program and current project management and tracking initiatives in order to meet emerging reporting and metrics requirements. In addition, FSD requires subject matter expertise to aid in determining how to best leverage commercial techniques, incorporate the military construction agent's project management tools to ensure all War Fighter mission requirements are quickly identified and met. FSD requires contractor support to recommend enhancing and supporting FSD's data management, reporting and analytical capabilities for fuel assets, and projects. FSDs procedures and processes have evolved significantly over the last year since EEPD was realigned into the organization and maintaining FSD program process documentation and training is a continuing requirement.

#### 2.2 SCOPE OF WORK

The Contractor shall provide support services in the following consulting and technical areas: (1) Program, Budget, and Process Support (2) Strategic Program Support; (3) PMD Program Database Maintenance Support (4) EEPD Database Research and Potential Development (5) Facility Sustainment Model Support are described below. High-level objectives are not unique to one specific task and may be represented across multiple tasks. Specific tasks are listed in Section 2.3- Performance Requirements.

The Contractor shall:

2.2.1 Enhance the Strategic Planning and Reporting capabilities of FSD and provide experienced and knowledgeable support staff for Strategic Plan implementation and execution in a government arena.

2.2.2 Have a broad knowledge and understanding of DLA Energy operations, a close familiarity with DLAs strategic tools and processes and understand how DLA's strategic tools and processes impacts DLA Energy. Experience will include:

2.2.2.1 Data management experience, specifically with access and excel databases

2.2.2.2 Familiarity with DLA real property and fuels assets

2.2.2.3 Project Management experience with both DoD and commercial fuels facilities

2.2.2.4 Familiarity with DLA Energy processes and DoD stakeholders in regard to SRM, Environmental, fuel system automation and military construction (MilCon) efforts

2.2.3 Provide business and operationally sound process improvements in order to help determine the most cost effective and cost-efficient processes for supporting the military construction agents in their petroleum repair, maintenance and construction.

2.2.4 Provide staff support to the various programs managers within the FSD Office.

2.2.5 Assist in the development, implementation, and execution of FSD initiatives.

2.2.6 Perform skilled data analytics to support recommendations related to FSD initiatives.

2.2.7 Provide SMEs for development, implementation, and performance measurement of FSD initiatives.

2.2.8 Provide both commercial and federal energy industry insight.

2.2.9 Provides advisory and assistance on several interest areas in FSD, including, but not limited to:

- Systems, Applications, Products in Data Processing (SAP)
- Data Automation
- Data Visualization
- Cost Analysis, budgeting and planning; and
- Performance Measurement.

## 2.3 PERFORMANCE REQUIREMENTS

### 2.3.1 TASK 1- Provide Program, Budget, and Process Support

2.3.1.1 Create, update, and maintain all FSD Process Documentation and Reference Materials. Conduct in depth research and analysis on all process material request to ensure they fully capture all processes and meet the needs of the requestor. Processes will often require external collaboration with stakeholders outside FSD. PMD will continue to need support maintaining the six process maps that are already in place. EEPD will require the majority of the process map support since they recently merged with FSD and are working to standardize their processes within the DLA-Energy framework. FSD will also require process support for its Command MIPR processes and agreements to standardize how DLA-E will fund DLA Headquarters requirements via FSD.

2.3.1.2 Provide advisory support on FSD Processes: Advise DLA Energy FSD on the improvement opportunities for the processes that make up the FSD Program as well as the related documentation and reference materials. Improvement opportunities shall be identified through consultation with Program Managers, the Program Analysis and Master Planning (PAMP) team, Branch Chiefs, and other FSD stakeholders. These consultations shall also identify required changes to the processes as a result of changes to DLA policy, processes, or EBS changes.

2.3.1.3 Create additional materials such as Standard Operating Procedures (SOPs), checklists, placements, and presentations to support FSD processes and present information as required.

2.3.1.4 Conduct maintenance: Conduct one update per year of the FSD Process Maps, Standard Operating Procedures, and other process documentation to incorporate improvements and required changes. Updates shall be executed across all the documents including the FSD Process Maps, Standard Operating Procedures, and other reference materials. This will include updating roles and responsibilities on documentation to reflect changes in FSD.

2.3.1.4.1 Provide informational briefings on FSD Processes: Conduct targeted informational briefings on specific processes within the FSD Program to promote standardized execution and efficiency across FSD stakeholders. Briefing topics shall include updates to reference materials due to EBS or other changes, and/or briefings to new employees to promote understanding of key activities and sustainment processes.

2.3.1.4.2 Provide annual standardized excel workbooks to each branch in FSD and more, as required, as a tool to standardize budgeting throughout the directorate. Updates for these workbooks will be made prior to annual releases. All budget workbooks will be released at the beginning of each Fiscal Year.

### **2.3.2 TASK 2- Strategic Program Support**

2.3.2.1 Technical and analytical support on Strategic Studies and Initiatives: Provide technical and analytical support and strategic advisory assistance to the FSD office on ongoing and emerging strategic and special studies. In addition, provide assistance, in preparing responses to internal and external requests associated to these studies.

2.3.2.2 Provide Subject Matter Expertise on relevant topics: FSD requires consultation with Subject Matter Experts on a variety of relevant topics such as fuel logistics infrastructure operations and maintenance, commercial industry best practices, and data analytics and other technology solutions. Provide access to SMEs on these topics on an as needed basis based on FSD's priorities.

2.3.2.3 Support for key events and workshops: Provide technical, analytical, and facilitation advice and support to FSD for key events and workshops such as Rapid Improvement Events, Continuous Process Improvement Events, and Construction Agent Briefings and Working Sessions. Support may include defining the topics and objectives for these workshops, making recommendations on event format and structure, assisting with facilitation, and capturing and tracking follow-ups and action items. Key event and workshop support may require travel at the discretion and approval of the contracting officer representative (COR) and the contracting officer (CO).

2.3.2.4 Apply advanced knowledge of strategic planning and programmatic support including process improvement and budgeting with both the DoD and commercial fuels environments.

2.3.2.5 Conduct Analyses on facilities for DLA Energy.

2.3.2.5.1 Conduct an annual facilities analysis on DLA Energy assets, if required.

2.3.2.5.2 Provide support in response to taskings and request for information on DLA Energy fuel asset costs on an ad hoc basis.

### **2.3.3 TASK 3 – Provide PMD Program Database Maintenance Support**

Task 3 Background: PMD has two existing Microsoft Access databases to track key program metrics for the fuel storage tanks and financial data. One database is the Project Tracker (PT) which tracks projects, Work Breakdown Structure (WBS) elements, and amendments as well as project characteristics such as location, Combatant Commander (COCOM), WBS type, Construction Agent, financial data, and many other project characteristics. The other database is Fuel Asset Management (FAM). Information tracked in FAM includes tank characteristics such as location, capacity, tank type, and fuel type, as well as service status and inspection compliance status. There are a minimum of 50 users that require real-time simultaneous access to the existing database in order to add, edit, report, and analyze information. These two databases are mature products with no enhancements required, but will require maintenance support, including performance monitoring and troubleshooting, to continue to service FSD. The DoD's Sustainment Management System (SMS) Fuels is scheduled to replace the two PMD Databases functionality in fiscal year 2023. If SMS Fuels is released and functional prior to the first option year of this contract, the option for this task will not be exercised and the contract will remain solely as a one-base year requirement. In the event that SMS Fuels release is delayed and the requirement to maintain these databases is still valid, the options may be exercised as required.

2.3.3.1 Provide assistance for the daily functional maintenance associated with the existing FSD Microsoft Office databases and Microsoft Excel workbooks. Maintenance activities shall include:

2.3.3.1.1 Provide troubleshooting and resolving technical issues

2.3.3.1.2 Conduct weekly back-ups

2.3.3.1.3 Implement monthly System Administrator updates and system change requests

2.3.3.1.4 Provide targeted training and desk side assistance to Program Managers, PAMP team, and other FSD stakeholders with the database functionality

#### 2.3.3.1.5 Assist FSD with generating reports in support of daily operations

2.3.3.1.6 Assist FSD with any errors that may occur with its RMMR Reporting Solution; a macro-enabled excel spreadsheet.

2.3.3.2 Migration and Security: Provide assistance in all security testing and documentation required by DLA J6 Information Technology Directorate including a situation where permission is granted by the DLA Enterprise to migrate the existing Project Tracker and FAM databases to a new server or network location. This includes a onetime data transfer from FAM and PT to SMS Fuels.

#### **2.3.4 TASK 4- Conduct EEPD Database Research and Potential Development:**

EEPD requires a third access database that will capture their MilCon and Energy Automation Operational Technology Sustainment (EAOTS) Program data to be developed and maintained. EEPD will require an assessment of their current data management and reporting requirements in order to determine how to best construct the database to meet their needs. For the base year, this task will be exercised to conduct the assessment of what the requirements of the access database will be. The database will also be developed and delivered in the base year. For the follow-on option years, two enhancements of the database a year will be released in addition to maintenance and periodic administrative updates.

2.3.4.1 Conduct an assessment of the data management and reporting requirements for the MilCon and EAOTS Program. Conduct a gap analysis, when applicable, to compare FSD's data management and reporting capabilities for FSD Projects with those of EBS. Identify missing capabilities in EBS and make recommendations on prioritizing these for implementation. Develop a strategy and implementation plan for enhancing the data management and reporting capabilities of EEPD and identify requirements for the EEPD data management capability by coordinating with EEPD stakeholders and conducting additional research.

2.3.4.2 Present a plan for developing the new data management and reporting capabilities solution for database and adjust based on stakeholder guidance. Have a clear and detailed plan of what the solution will be and how it will be implemented at the beginning of the first Option Year should it be required. This planning includes coordination with DLA J6 to ensure database can be used on the DLA network. This plan will be presented to FSD leadership no later than 90 days after the contract award and must be approved no later than 120 days after the contract award.

2.3.4.3 Deploy the release of the database tool within 180 days of the award. Provide User Guide Documentation and conduct post release training and follow-on training as needed.

2.3.4.4 Provide ad hoc support for users as needed to troubleshoot and resolve technical issues.

2.3.4.5 Enhancements: The objective of the required enhancements and upgrades to FSDs data management and reporting capabilities for fuel assets is to improve user- friendliness, data integrity, and incorporate new emerging data fields, metrics, and other reporting requirements. Enhancement support services shall include:

2.3.4.5.1 Implement two version enhancements to EEPD's data management and reporting capabilities for fuel assets yearly. Recommended enhancements shall be identified through interactions with the FSD Project Managers, the Program Analysis and Master Planning (PAMP) team, FSD leadership and the Military Construction Agents. The enhancements shall cover data management, program analysis, data integrity and reporting capabilities for all real property assets. The base year will require the deployment and one enhancement. Every option year after will have two enhancements.

2.3.4.5.2 Conduct beta testing and demonstrations of the new functionality for each version enhancement, with the FSD team with the objective of allowing users to become familiar with and provide comments on the new capabilities.

2.3.4.5.3 Training on the enhancements will be provided as required to all users as required.

2.3.4.5.4 Documentation on system changes will be delivered to FSD as required.

2.3.4.6 Provide assistance for the daily functional maintenance associated with the existing EEPD database. Maintenance activities shall include:

2.3.4.6.1 Provide troubleshooting and resolving technical issues

2.3.4.6.2 Conduct weekly back-ups

2.3.4.6.3 Implement monthly System Administrator updates and system change request

2.3.4.6.4 Provide targeted training and desk side assistance to Program Managers, PAMP team, and other EEPD stakeholders with the database functionality

2.3.4.6.5 Assist EEPD with generating reports in support of daily operations

2.3.4.7 Migration and Security: Provide assistance in all security testing and documentation required by DLA J6 Information Technology Directorate including a situation where permission is granted by the DLA Enterprise to migrate the existing Project Tracker and FAM databases to a new server or network location.

### **2.3.5 TASK 5- Facility Sustainment Model (FSM) Technical and Analytical Support**

Task 5 Background: This will only be required in the FY23-24 option year and will not require any contracting support in any other year. It may or may not be required in FY23 depending on if the existing Facility Sustainment Model will require an update or not. In the case that this task is exercised, SRM will require assistance in developing a strategy and implementation plan for conducting Facility Condition Assessments across all DoD sites/installations with capitalized fuel assets. The Facilities Sustainment Model is used to estimate the budget requirements for the maintenance of facilities. DLA Energy and the SRM Office are responsible for providing periodic updates to the Office of the Secretary of Defense for the cost assumptions for the asset categories (i.e., Facility Analysis Codes) under its purview.

2.3.5.1 Develop a strategy and implementation plan for conducting Facility Sustainment Model Assessments updates for the FY-23-24 cycle.

2.3.5.2 Update process material based on FSM update findings.

2.3.5.3 Update Facilities Sustainment Model (FSM) Assumptions: Perform an update in FY23, to the assumptions and inputs required for the Facilities Sustainment Model.

2.3.5.4 Conduct an analysis of the assets under SRM's purview with a focus on the fuel assets. The analysis shall include a summary of changes from the prior FAC level.

2.3.5.5 Collect and analyze maintenance and repair cost data to update sustainment cost assumptions for selected FACs. Make recommendations covering the FY23-24 update cycle.

2.3.6.6. Participate in trainings, briefings, and FSM calls as required for the FY23-24 FSM update

### **2.3.6 TASK 6- Program and Contract Management**

Task 6 Performance: The Contractor shall perform Program Management and Contract Management duties in support of the TO:

2.3.6.1 The Contractor shall provide the necessary resources to effectively oversee the performance of all requirements as defined herein. Within this responsibility, the Contractor shall develop and implement a quality control and management oversight plan to effectively manage the staff and the performance per the performance standards established herein. Performance measures for this requirement are defined in the Performance Requirements Summary (PRS) in Section 2 below and include timeliness of staff on-boarding, timeliness of deliverables, and consistently meeting performance measures in other performance measures within this TO.

2.3.6.2 The Contractor shall ensure the support is properly accomplished and ensure accountability and auditability. The Contractor shall develop and deliver a monthly status report (MSR) per Contract Deliverable Requirements List (CDRL). The Contractor shall prepare the MSR to detail the accomplishments to date, projected activities and a schedule to accomplish those projected activities. This report shall also project the availability of Contractor resources and include copies of completed deliverables. This report shall be provided electronically to the COR on the first working day of each month. If DLA Energy determines reports are insufficient for any reason, the contractor shall revise the report to acceptable levels and resubmit it within 4 calendar days. Copies of deliverables due within the month will be provided with monthly contract status report.

2.3.6.3 The Contractor shall meet at a minimum each month with the CO or their designee and other Government representatives, at the discretion of the CO or designee, to review Contract performance. There may be conditions where the Contractor will meet more than once in a month due to unanticipated circumstances.

2.3.6.4 The Contractor shall, within ten (10) business days following the TO award date, attend a Kick-Off/Post Award Meeting with DLA Energy to review contract goals and objectives, and to discuss technical requirements, administrative matters, security requirements, project transition, Government Furnished Information/Materials/Equipment (GFI/GFM/GFE), the milestone schedule, review cycles, and invoicing, and as otherwise necessary.



2.3.6.4.1 The Contractor shall prepare and present its plan for performing all tasks under the TO and schedules. The Kick-Off/Post Award Meeting shall include the CO and other necessary Government personnel, and all Contractor “key personnel.” The Meeting shall be held at the Government facility.

2.3.5.6.2 The Contractor shall develop a Kick-Off/Post Award Meeting agenda and presentation slides summarizing the contract management and implementation plan. The Contractor shall develop and present a staffing plan for all “Key Personnel” and non-key personnel. The agenda and staffing plan shall be delivered to the CO five (5) calendar days prior to the proposed Kick-Off/Post Award Meeting for Government review.

2.3.6.5 Transition-in Performance: The Contractor shall plan for and execute a transition-in strategy to provide for the on-boarding of appropriately qualified personnel with the required DoD security elements needed to support a smooth and seamless transition from the incumbent support team to “full performance” within 60 calendar days of TO award. Transition-in Performance includes all staffing activities, as well as the necessary knowledge transfer and capture to ensure “work-in-progress” is smoothly transitioned, and mission support is not interrupted. Performance measures for the first 60 days will be recorded and reported for monitoring purposes but will not be used as performance indicators until the completion of the 3rd month of performance. The performance measure for this requirement is defined in the Performance Requirements Summary (Table 2.5.4) below and focuses on the on-boarding of support staff per the transition-in plan included in the Contractor’s quotation.

2.3.6.6 Transition-out Performance: The Contractor shall plan for and support the smooth and seamless transition-out at the end of the performance period. The Contractor shall develop and deliver a transition-out plan defining its knowledge transfer plan with specific emphasis on transiting work-in-progress. The Contractor shall coordinate with any incoming individuals and/or organization as necessary to enable a seamless transition with minimum interruption of mission support. The Contractor shall remain accountable for performance consistent with the Performance Requirements Summary below until the end of the contract period of performance.

## 2.4 DELIVERABLES:

2.4.1 The below table represents the deliverables due by the Contractor to the Government after TO award. The “PWS Section” column provided in Table 2.4.1 represents the section of the PWS herein that outlines the requirement specifically. The “Deliverable Title” column represents the title / type of the item or product due. The “Delivery Timing” column is the deadline when the deliverable must be provided to the COR, or other designated representative as specified here. Deliverables and correspondence shall be delivered to the DLA Energy COR. Upon submission, all deliverables shall become the property of the Government. All audits, review of records, preparation and report submittals forwarded to the Government for approval must be completed within the applicable performance period.

Table 2.4.1: Contract Deliverables Requirements List (CDRL)

CDRL #	PWS Section	Deliverable Title	Objective	Delivery Timing
<b>Task ONE – Program, Budget, and Process Support</b>				
A001	2.3.1.1	SOP’s, and Process Maps	Execute and deliver written (electronic) SOP’s and Maps	Contract award plus 180 days for 1 <sup>st</sup> draft, contractaward plus 270 days for 2 <sup>nd</sup> draft
A0002	2.3.1.3	Create Additional Materials	Create additional materials (placemats, SOPs, checklists, etc.)	As Required
A0003	2.3.1.5	Standardized Budget Workbooks	Create Standardized excel workbooks for all Branch Chiefs and other budget stakeholders as required	Annually (no later than 1 October)
<b>Task TWO – Strategic Program Support</b>				

A0004	2.3.2.3	Meeting Minutes	Summarize all correspondence and results of meeting	As Required
<b>Task THREE – Maintain FSD's data management and reporting capabilities</b>				
A0005	2.3.3.1.5	Run reports and extract data from the Project Tracker database in support of the MMR and APR briefs	If required, see COR for further details.	Monthly, as required
<b>Task FOUR – Conduct EEPD Database Research and Potential Development</b>				
A0006	2.3.4.2	Written Report – Capabilities / Risks	Report and presentation on recommended database for EEPD	Contract award plus 90 days for 1st draft, contract award plus 120 days for 2nd draft
A0007	2.3.4.3	Deploy Access Database	Access base deployed and fully operational	Contract Award plus 180 days
A0008	2.3.4.3	Provide User Guide	Provide User Guides for Tool	At the time of the first release and at each enhancement
A0009	2.3.4.5	Deployments/ Enhancements	Enhance tool to better meet EEPD requirements	Semi-Annually
A0010	2.3.4.5.4	System Change Records	Provide documentation for system changes after enhancements	Per Enhancement
A0011	2.3.4.6.5	Reports	Assist EEPD in extracting reports from the database	Monthly, as Required
<b>TASK FIVE - Facility Sustainment Model (FSM) Technical and Analytical Support</b>				
A0012	2.3.5.1, 2.3.5.2, 2.3.5.3, 2.3.5.4, 2.3.5.5	Written Analysis of Assets and Maintenance and Repair Cost Data	If required, see COR for further details.	Monthly, as required.
<b>Task SIX - Program and Contract Management</b>				
A0013	2.3.6.2	Monthly Status Report (MSR)	Provides a summary of the status of activities and plans for the completed month.	Monthly – no later than the first working day of every month
A0014	2.3.6.4	Kick-Off/Post Award Meeting Agenda & Presentation	Introductions, review and discussions	No later than 10 days after date of award
A0015	2.3.6.4	Staffing Plan	Present all Key and non-key personnel planned to be staffed for contract performance	No later than 5 days after date of award or 5 days prior to the Kick-Off Presentation

A0016	2.3.6.5	Transition Out Performance Plan	Support knowledge transfer and smooth transition at the end of the contract	60 days prior to the expiration of the contract
<b>Other Deliverables</b>				
A0017	2.15	DoD Manpower Reporting Requirement (eCMRA)	Report all Contractor labor hours (including Subcontractor labor hours) required for performance	Annually (no later than 31 October)

## 2.5 QUALITY CONTROL/GOVERNMENT REMEDIES

2.5.1 The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means to which it can quantifiably ensure compliance to the requirement of the TO.

2.5.2 The CO, COR, and/or other Government personnel, as appropriate, will meet monthly with the Contractor to review the Contractor's performance. At these meetings the applicable Government personnel will apprise the Contractor of how the Government views the Contractor's performance, and the Contractor will apprise the Government of any and all being experienced. Appropriate action shall be taken by the Contractor to resolve any identified issues. These meetings shall be at no additional cost to the Government.

2.5.3 The performance requirements are summarized into performance objectives that relate directly to mission-essential items in Table 2.5.4 below. The performance Acceptable Quality Level threshold briefly describes the minimum acceptable levels of service required for each task or deliverable. These thresholds are critical to mission success.

Table 2.5.4: Performance Requirements Summary

PWS Paragraph	Performance Objective	Performance Metric	Acceptable Quality Level (AQL)	Source/Frequency of Surveillance
2.3.1.1	Develop, implement and update FSD processes	Quality of strategy to Include timeliness, effectiveness and ability to get Stakeholder buy-in	No more than one instance where the contractor earned less than satisfactory rating from Leadership and Stakeholders	COR surveillance through Leadership and Stakeholder assessment review
2.3.1.4	Conduct one maintenance updates per year on FSD process maps and SOPs	Number of updates performed per year	Zero instances where contractor failed to perform 1 maintenance updated per year	COR surveillance every year
2.3.2.1	Provide strategic advice and technical, analytical and management support to the FSD program	Quality of support to include timeliness, thoroughness and effectiveness of any outcome resulting from FSD support services	No more than one instance where the contractor earned less than satisfactory rating from end users	COR surveillance through end user surveys
2.3.2.2	Provide advisory support on FSD processes	Quality of advice to include timeliness and effectiveness of recommended	No more than one instance where the contractor earned less than satisfactory rating from end user	COR surveillance through end user surveys

2.3.3.1; 2.3.4.6	Provide assistance for daily functional maintenance for the existing database	Quality of trouble shooting and resolution of technical issues, implementation	No more than one instance where the contractor earned less than satisfactory rating from end users	COR surveillance through end user surveys
2.3.3.1.3; 2.3.4.9	Monitor, process and update System Change Requests.	Quality of monitoring and updating SCRs	No more than one instance where the contractor earned less	COR surveillance through end user surveys
2.3.4.1	Conduct an assessment of existing data management and present and execute a plan for developing new data management and reporting capabilities	Quality of strategy to include timeliness, effectiveness and ability to get Stakeholder buy-in	Zero instances where the contractor failed to perform and deliver	COR surveillance
2.3.4.5	Implement two Version enhancements to the data management and reporting capabilities yearly	Number of times per year performance and delivery is made.	Zero instances where contractor failed to deliver two version enhancements per year	COR surveillance
2.3.4.5.2	Conduct informational briefings and update user guides for each enhancement	Number of enhancements performed	Zero instances per year where the contractor failed to perform briefings or update guides for each enhancement	COR surveillance per each enhancement
2.5	Provide necessary resources and quality control and management plan for effective execution of contract performance requirements	Quality of resources to include timeliness of on-boarding, staffing effectiveness, timeliness and quality of deliverables and meeting of performance objectives.	No more than one instance where the contractor earned less than satisfactory rating from end users	COR surveillance through end user surveys
2.3.5.6.2	At contract initiation, the contractor shall ensure planned personnel are appropriately pre-screened and on- boarded to DLA per the proposed Staffing Plan.	Staff Transition Metric = number of planned staff positions fully on- boarded at DLA Energy / number of staff positions scheduled to be on-boarded at end of performance period.	1st Month AQL > 85% 2nd Month AQL > 95% 3rd Month AQL > 98%	Data will be collected from Monthly Status Report and compared to Staffing Plan in the Proposal. Metrics will be as of the cut-off date of the MSR. Metric can be validated using DLA security records.
2.3.6.1	After the initial transition period, the contract shall ensure staffing is available as required to meet performance requirements, and unplanned staff vacancies are held to a minimum.	Metric = number of Key Personnel staff positions filled / number of Key Personnel established in the PWS Non-Key Personnel Availability Metric= number of staff positions reporting / number of staff in staffing plan	AQL for Key Personnel > 100%  AQL for Non-Key Personnel > 90%	MSR and will be as of the cut-off date of the MSR for each period
2.3.6.2	Program and Contract Management- prepare	Number of times	Zero instances where	Monthly Surveillance

	monthly contract status review	per year monthly status review is delivered.	the contractor failed to provide support in this area	
2.3.6.4	Program and Contract Management- conduct contract Kick-Off/Post Award meeting	Timeliness of Kick-Off/Post Award meeting relative to the start date of the performance period of the contract	Conduct Kick-Off/Post Award meeting within 10 days from first day of contract.	One Time Surveillance
2.3.7.1	Program Management- designate and provide a Program Manager for the duration of the contract	Timeliness of availability of the Program manager relative to the start date of the performance period of the contract	Program Manager to be designated and available on the first day of contract. No more than 2 days without a designated PM.	Monthly Surveillance

## 2.6 KEY PERSONNEL REQUIREMENTS AND QUALIFICATIONS

Certain skills and experience levels are essential for successful Contractor accomplishment of the work to be performed in the awarded Task Order. The personnel who have these skill sets are defined as "key personnel". Key personnel shall have demonstrated the skills and expertise detailed below. Key Personnel required for the performance of the TO include the following positions:

### 2.6.1 **Senior Analyst** (or equivalent Labor Category Title with the requisite experience and education) One (1) or more Full Time Equivalent (FTE)

#### 2.6.1.1 Experience and Skill set required:

1. Demonstrated experience in the public or private oil and gas industry, 8 years minimum;
2. Demonstrated experience in the areas of Supply Chain Management, Program Management, and Logistics Strategy Development, 15 years minimum;
3. Microsoft Office skills and experience, 5 years minimum;
4. Performance measurement skills and expertise, 5 years minimum;
5. Metric development and reporting skills and expertise, 5 years minimum;
6. Demonstrated experience in strategic planning, 5 years minimum. Preference given to strategic planning at the DoD level;
7. Demonstrated experience working with oil and gas industry or DoD fuel community, 5 years minimum. Preference given to DoD or Federal Government fuel community experience;
8. Demonstrated experience with financial reporting and supply chain practices, 6 years minimum;
9. Demonstrated experience of compiling reports, metrics data, and other administrative functions, including skills and experience in building and maintaining effective working relationships with a wide array of government or non-government personnel and organizations, 3 years minimum; and
10. Speak, read and write the English language fluently at the college graduate level.

#### 2.6.1.2 Education and Certifications Required:

1. Possess a Master's degree in Business, Engineering, Computer Science, Finance - or in a related field - from an accredited academic institution.

### 2.6.2 **Associate Analyst:** (or equivalent Labor Category Title with requisite experience and education) One or more FTEs

2.6.2.1 Experience and Skill set required:

1. Demonstrated experience in the Commercial/Government oil and gas industry, 5 years minimum;
2. Performance measurement skills and expertise, 5 years minimum;
3. Metric development and reporting skills and expertise, 5 years minimum;
4. Demonstrated skills and experience in strategic planning, 3 years minimum. Preference given to strategic planning at the DoD level;
5. Demonstrated skills and experience of compiling reports, metrics data, and other administrative functions, including experience in building and maintaining effective working relationships with a wide array of government personnel and organizations, 3 years minimum; and
6. Speak, read and write the English language fluently at the college graduate level.

2.6.2.2 Education and Certifications Required:

1. Possess a Bachelor's degree in Business, Engineering, Computer Science, Finance or a related field from an accredited academic institution.

2.6.3 Resumes demonstrating the above requirements are met must be provided for key personnel included in the Contractor's quotation and that will be utilized during requirement performance at the time the quotation is submitted. Copies of the required education degrees shall also be provided. The continued availability of proposed key personnel must be internally confirmed by the Contractor at the time of award.

2.6.4 The Contractor shall not remove or replace any personnel designated as "key personnel" for the duration of the TO (including the option years), without the written concurrence of the CO. This notification shall be made no later than two weeks (14 calendar days) in advance of any proposed substitution and shall include justification and the labor category of the proposed substitution(s) in sufficient detail to permit evaluation of the impact on contract performance. If immediate substitution is necessary due to unforeseen circumstances, such as illness, death, or termination of employment, the Contractor shall notify the CO and COR no later than three (3) business days after the occurrence of any of these events. The Contractor must provide a detailed explanation of the circumstances necessitating the proposed substitutions, provide complete resumes for the proposed substitutes, and provide any additional information requested by the COR. The COR through the CO will notify the Contractor of the acceptability of the substitutes after receipt of all required information. Substitute "key personnel" qualifications shall be greater than or equal to the "key personnel" being substituted.

2.6.5 If the CO determines that (1) suitable and timely replacement of "key personnel" who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or (2) the resultant substitution would be so substantial to impair the successful completion of the TO in accordance with the quotation accepted by the Government at the time of TO award, the CO may (1) terminate the contract for cause/default or for the convenience of the Government, as appropriate or (2) at his/her discretion, if the CO finds the Contractor at fault for the condition, equitably adjust the contract price downward to compensate the Government for any resultant delay, loss, and/or damages.

## 2.7 NON-KEY PERSONNEL REQUIREMENTS AND QUALIFICATIONS

In addition to proposing the required full-time "key personnel" meeting the requirements in section 2.6, the Contractor shall also propose one or more non-key personnel which collectively (i.e., through a combination of one or multiple individuals) possess the following knowledge and experience below:

1. Demonstrated experience in database management, database development, data analysis, predictive analysis, Qlik Sense, visual display of data; data organization, Microsoft Access, requirements gathering and software testing and training;
2. Demonstrated experience in creating instructional guides, software documentation and training materials;
3. Demonstrated experience in environmental constraints placed on construction or repair of fuel facilities;
4. Demonstrated familiarity with American Petroleum Institute (API) inspection standards;

5. Demonstrated familiarity with American Society for testing and Materials (ASTM) inspection standards; and
6. Have knowledge of Occupational Safety and Health Administration (OSHA) regulations and codes.

Resumes must be provided to the Government for all non-key personnel that will be utilized to support this requirement when quotes are submitted.

If the Contractor requests to add new non-key personnel for the performance of the TO, the Contractor must provide the resume(s) and copies of all qualifications of the new personnel to the COR at least three (3) business days prior to that new employee's commencement of performance for the Government's review and approval.

#### **2.7.1 Project Manager (PM)**

The Contractor must designate a PM in its quotation. The PM is responsible for the daily operation and performance of the TO. The individual's point of contact information (name, telephone, and email) must be submitted, as well as, point of contact information for an alternate or alternates that will act in the PM's absence. The PM must be available via telephone or electronic mail during normal business hours, unless otherwise stated. The PM shall have demonstrated experience in their resume of contract management, with experience in performing federal government contracts preferred.

#### **2.7.2 Contract Manager (CM)**

The Contractor must designate a CM in its quotation. The CM has full authority to act on behalf of the Contractor on contractual matters relating to the TO. The individual's point of contact information (name, telephone, and email) must be submitted, as well as, point of contact information for an alternate or alternates that will act in the CM's absence. The CM must be available via telephone or electronic mail during normal business hours, unless otherwise stated.

#### **2.7.2 Personnel Mix**

In an effort to be more streamline and efficient with personnel, the PM, CM, and the non-key personnel roles in section 2.7 may be filled by one or more key personnel but additional non-key personnel roles must be clearly identified in the contractor's staffing plan and demonstrated by the skills and work experience in their resumes. Please refer to **Exhibit-B, Rough Order of Magnitude (ROM)** for estimates on FTEs to assist with staffing projections.

### **2.8 CONTRACTOR TEAM REQUIREMENTS**

2.8.1 The Contractor must not employ persons for work on the TO if such an employee or contractor is considered by the COR to be a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. All personnel shall be a United States citizens.

2.8.2 The Contractor must not employ any person for work on the Task Order who is an employee of the U.S. Government if employing that person would create a conflict of interest, to be determined by DLA Energy.

2.8.3 The Contractor must speak, read and write the English language fluently at a college graduate level for work on the Task Order. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions.

### **2.9 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION**

2.9.1 After Task Order award, the CO will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The Contractor will receive a copy of the written designation. Management of this task will primarily be performed by the COR. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive Task Order deliverables, where indicated. The COR will provide technical assistance and clarification required for the performance of this task. The COR will not provide any supervision or instructional assistance to Contractor or its personnel.

2.9.2 The COR is not authorized to change any terms or conditions of the Contract or Task Order. Changes in the Task Order requirements, price or terms and conditions shall only be made by the CO via properly executed modifications to the Contract or Task Order.

## **2.10 TECHNICAL DIRECTION**

2.10.1 Performance of the work under this Task Order shall be subject to the technical direction of the CO or COR. The term "technical direction" is defined to include, without limitation:

2.10.1.1 Directions to the Contractor which fill in details or otherwise serve to accomplish the PWS.

2.10.1.2 Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

2.10.1.3 Review and, where required by the Task Order, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the Task Order.

2.10.2 Technical direction must be within the scope of work stated in the Task Order. The COR does not have the authority to, and may not, issue any technical direction which:

2.10.2.1 Constitutes an assignment of additional work outside the scope of the PWS.

2.10.2.2 Interferes with Contractor's performance of the terms / conditions of the Task Order. All appropriate technical directions shall be issued in writing by the CO or COR.

2.10.2.3 Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's notice that the technical direction is within the scope of the Task Order effort and does not constitute a change under the Task Order

2.10.2.4 Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's notice that the technical direction is within the scope of the Task Order effort and does not constitute a change under the Task Order.

2.10.2.5 Advise the Contractor within reasonable time that the Government will consider issuance of a written change order. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Task Order, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the Task Order

## **2.11 TRAVEL and OTHER DIRECT COSTS**

2.11.1 Travel may be required based on Agency requirements to locations outside of the National Capital Region. The Contractor shall provide a detailed estimate of any desired travel in advance to the COR in writing via memorandum or email. All travel costs shall not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Joint Travel Regulation. All travel shall be approved by the COR in writing via memorandum or e-mail prior to the contractor incurring any travel expenses and prior to any departure. The Government will not reimburse local travel and related expenses to the Contractor for daily travel to or from work at Ft. Belvoir, VA or any other location within the National Capital Region.

2.11.2 Other Direct Costs (ODC) are not anticipated.

## **2.12 GOVERNMENT FURNISHED ITEMS**

2.12.1 The Government will provide computers, local area network (LAN) access, software, general administrative support equipment, and other material needed to perform the requirements of this PWS. If workspace becomes unavailable at the DLA Energy Headquarters, the Government will provide DoD remote access software on Government-furnished computers to enable access to unclassified DLA Energy systems and networks. Use of Government-furnished computers and DoD remote access software will be in accordance with DoD and DLA Energy Telework policies and procedures. The Government will not be responsible for operating, maintenance, or any other costs (e.g., utilities) whatsoever associated with the use of Government-furnished computers and DoD remote access software at the Contractor's facilities. GFP shall be used for official use and authorized purposes only. Family members and friends of employees or Service members are not authorized to use GFE and materials. GFP must be returned to the DoD Component at the conclusion of teleworking arrangements or at the Component's request. Except for those items specifically stated to be Government furnished, the Contractor's shall furnish everything required to perform the requirements of this PWS.



2.12.2 Government-Furnished Information - The Government will provide copies of, or access to, all required Government directives, publications and documentation, and will provide other necessary resources and information to accomplish the requirement. The Contractor must ensure protection, through completed non-disclosure statements or otherwise, of the integrity and sensitivity of the information provided by DLA Energy or collected from any other source while performing under the Task Order. All documents and technical data provided to the Contractor during the execution of the Task Order are considered confidential and shall not become property of the Contractor.

2.12.3 Request for (additional) Government Furnished Property and Services must be submitted in writing to the COR and may be responded to by the Government within 30 calendar days of receipt. Except for those items specifically stated in this section, the Contractor shall furnish everything required to perform the services in the Task Order.

## **2.13 GENERAL**

2.13.1 Period of Performance: The period of performance shall be for one (1) year Base Period, with four (4) one-year option periods.

2.13.2 Type of Contract: The Government will award a Firm Fixed Price type contract with a Time and Material element (with a Not-to-Exceed price) for Travel.

2.13.3 Duty Location: The Contractor will be performing the majority of the service on-site at DLA Energy Office, 8725 John J. Kingman Rd. Suite 4943, Fort Belvoir, VA 22060-5222

2.13.4 Hours of Operation: Contractor's work schedules will coincide with the work schedules of Government employees working at DLA Energy, with minimum availability from 0800-1630 Fort Belvoir Time on Government workdays. Normal duty days shall be Monday through Friday, excluding Government-observed holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. (Announcements on the status of Government operations in the Washington, DC, area will be available at <http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/current/status>). Recorded messages on operating status also will be provided by OPM's Office of Communications on (202) 606-1900. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed. This schedule will facilitate coordination with Government personnel. With appropriate advanced approval from the CO, hours outside of these normal working hours may be authorized. The following is a list of Federal holidays where the Government will be closed:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Juneteenth
Thanksgiving Day	Independence Day
	Christmas Day

Note: The final schedule will be in coordination with the customer and determined upon any resulting contract awards.

## **2.14 SECURITY**

2.14.1 Use of cameras, video recorders, voice recorders and computers require authorization by installation security personnel. The contractor and subcontractor personnel shall make itself aware of anti-terrorism requirements and consult with installation security as to those restrictions if site visits are required.

2.14.2 All Contractor employees must meet the requirements for an information technology (IT) non-critical sensitive level background investigation. A DD 2875 System Authorization Access Request (SAAR) Form will be required for access to DLA IT resources.

2.14.3 All Contractor employees will need a Common Access Card (CAC) if the Contractor will be working on-site or if the Contractor will be working off-site but will be making frequent trips to DLA Energy. Any individual nominated to work under

this performance work statement must have the ability to pass a background investigation to obtain a DLA Contractor Badge and a CAC for access to Government computer systems. The Government will not reimburse a Contractor for individuals that do not meet this requirement. Contractors using Government-furnished equipment are subject to the same terms and conditions of use as Government employees.

2.14.4 DLA Energy retains the right to request removal of any Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this TO, conflict with the interests of the Government.

2.14.5 The Contractor employee badges shall be worn and clearly displayed on the outer garment at all times while on the government premises. Lost badges shall be immediately reported to the DLA Security Officer. The Contractor shall ensure all badges are returned to the DLA Security Office on resignation or termination of any employee.

2.14.6 Work on this project may require that personnel have access to privacy and other sensitive information. Personnel shall adhere to the Privacy Act, Title 5 of U.S. Code, Section 552a, the Procurement Integrity Act, and any other applicable statutes, regulations and policies.

2.14.7 Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this Contract, until made public or specifically authorized by the Government. Contractor personnel shall be required to sign non-disclosure agreements. The Contractor shall not use, disclose, or reproduce third part data, other than as authorized and required by the Contracting Officer, in the performance of this Contract.

## 2.15 DoD Manpower Reporting Requirements

2.15.1 Enterprise-wide Contractor Manpower Reporting Application: the Contractor shall report all Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Defense Logistics Agency via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at: <http://www.ecmra.mil>.

The Contractor and all subcontractors, at all levels/tiers, providing direct labor under this contract shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DISA awards a contract for an Air Force requiring activity, the Contractor shall load the required reporting data in the "Department of Air Force CMRA" tool). The Contractor shall completely fill in all required data fields. The Contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The Contractor shall notify the COR by email within 48 hours when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at [usaf.pentagon.saf- \[aq.mbx.ecmra-help-desk-dod@mail.mil\]\(mailto:usaf.pentagon.saf-aq.mbx.ecmra-help-desk-dod@mail.mil\)](mailto:usaf.pentagon.saf-aq.mbx.ecmra-help-desk-dod@mail.mil)

## 2.16 ACRONYMS AND DEFINITIONS

Acronyms and Definitions	
APR	Agency Performance Review
BVTO	Best Value Trade Off
CAC	Common Access Card
CDRL	Contract Deliverable Requirements List
CM	Contract Manager
CMP	Centrally Managed Programs
CO	Contracting Officer
COR	Contracting Officer Representative
CPARS	Contractor Performance Assessment Reporting System

DoD	Department of Defense
EBS	Enterprise Business Systems
EEPD	Engineering, Environmental, and Property Division
eSRS	Electronic Subcontract Reporting System
FAM	Fuels Asset Management
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FSD	Facility Sustainment Directorate
FSS	Federal Supply Schedule
FTE	Full Time Equivalent
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Materials
GSA	General Services Administration
MilCon	Military Construction
MMR	Monthly Management Review
MSR	Monthly Status Report
NAICS	North American Industry Classification System
OCI	Organizational Conflict of Interest
PAMP	Programs, Analysis and Master Planning
PM	Project Manager
PMD	Program Management Division
POL	Petroleum, Oil and Lubricant
PPI	Personally Protected Information
PIRS	Past Performance Information Retrieval System
PPQ	Past Performance Questionnaire
PRS	Performance Requirements Summary
PT	Project Tracker
PSS	Professional Services Schedule
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RFQ	Request for Quote
RMMR	Reoccurring Maintenance and Minor Repair
ROM	Rough Order of Magnitude
SAM	System for Awards Management Registration
SAP	Systems, Applications, Products in Data Processing
SMS Fuels	Sustainment Management System Fuels
SCR	System Change Request
SME	Subject Matter Expert
SOP	Standard Operating Procedures
TO	Task Order
WBS	Work Breakdown Structure

## SECTION E – INSPECTION AND ACCEPTANCE

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

## SECTION F – DELIVERIES OR PERFORMANCE

### PERIOD OF PERFORMANCE:

The period of performance for this contract shall be (1) year Base Period, with four (4) one-year option periods.

### Duty Location:

The Contractor will be performing the majority of the service on-site at DLA Energy Office, 8725 John J. Kingman Rd. Suite 4943, Fort Belvoir, VA 22060-5222.

## SECTION G – CONTRACT ADMINISTRATION DATA

### DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE. (SEP 2011)

(a) *Definition.* *Contracting officer's representative* means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

### DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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 contractor 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:* **Invoice 2 in 1**

(2) *Inspection/acceptance location:* **SPE604**

(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	SL4701
Issue By DoDAAC	SPE604
Admin DoDAAC	SPE604
Inspect By DoDAAC	SPE604
Ship To Code	SPE604
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO 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: [wawf@dlamail.mil](mailto:wawf@dlamail.mil)

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

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### DLAD Procurement Notes - C05 Changes to Key Personnel (OCT 2016)

Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons whose resumes are submitted as part of the technical/business proposal for evaluation. The contractor shall use key personnel as identified in its quote during the performance of this contract and will request contracting officer approval prior to any changes. Requests for approval of any changes shall be in writing with a detailed explanation of the circumstances necessitating the change. The request must contain a complete resume for the new key personnel and any other pertinent information, such as degrees, certifications, and work history. New key personnel must have qualifications that are equal to or higher than those being replaced. The contracting officer will evaluate the request and notify the contractor whether the requested change is acceptable to the Government.

### DLAD Procurement Notes - H.1 CONTRACTOR PERSONNEL:

#### H.1.1 Key Personnel:

The Contractor shall designate a Team Lead as Key Personnel who shall have authority to act as the principal point of contact with the Contracting Officer or duly authorized Contracting Officer Representative (COR); supervise and direct Contractor personnel employed for these services; and have authority to act on the Contractor's behalf in all contract performance matters.

H.1.2. The contractor must not employ any person who is an employee of the U.S. Government without gaining approval from the Contracting Officer.

### DLAD Procurement Notes - H.3. POST-AWARD CONFERENCE

The Contractor agrees to attend any post-award conference convened by the CO or COR.

### DLAD Procurement Notes - H.4 CONTRACTOR PERFORMANCE

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the applicable Government personnel will apprise the Contractor of how the Government views the Contractor's performance, and the Contractor will apprise the Government of problems, if any, being

experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

**DLAD Procurement Notes - H14 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2021)**

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally- controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;
- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;
- (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
- (6) Delivery order or contract number and expiration date; and name of the Contracting Officer.

(d) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

- (1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.
- (2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).
- (3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry).
- (4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

- (1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

- (2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and
- (3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic –Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms, the background investigation has been initiated and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The Contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.



(o) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

## SECTION I – CONTRACT CLAUSES

### **FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.233-3, Protest After Award (Aug 1996) ( 31 U.S.C. 3553).



(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).

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

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

☐ (5) [Reserved].

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

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

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).

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

☐ (10) [Reserved].

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ( 15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).

☐ (13) [Reserved]

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

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

☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) ( 15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2021) of 52.219-9.

☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) ( 15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☒ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) ( 15 U.S.C. 637s).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ( 15 U.S.C. 657f).

☐ (22) (i) 52.219-28, Post Award Small Business Program Representation (Sep 2021) ( 15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ( 15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ( 15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15 U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☐ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

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

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

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

☐ (ii) Alternate I (Jul 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).
  - ☐ (ii) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (36) 52.222-54, Employment Eligibility Verification (Nov 2021) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - ☐ (ii) Alternate I (May 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Jun2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).
- ☐ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American-Supplies (Nov 2021) ( 41 U.S.C. chapter 83).
- ☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( 41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - ☐ (ii) Alternate I (Jan 2021) of 52.225-3.
  - ☐ (iii) Alternate II (Jan 2021) of 52.225-3.
  - ☐ (iv) Alternate III (Jan 2021) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) ( 42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( 42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).
- ☐ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).
- ☐ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).
- ☐ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
  - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
  - ☐ (iii) Alternate II (Nov 2021) of 52.247-64.

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

- \_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).
  - \_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).
  - \_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).
  - \_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
  - \_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
  - \_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

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

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).  
(B) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( 41 U.S.C. chapter 67).

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

(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).

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

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

(xix) (A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).  
(B) Alternate I (Jan 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

#### **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

#### **FAR 52.217-5 EVALUATION OF OPTION (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

#### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months or 5 years and 6 months**.

**FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

Clause incorporated by reference are as follows:

Clause/Provision Number	Clause/Provision Title
FAR 52.202-1	DEFINITIONS (NOV 2013)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
FAR 52.204-17	OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)
FAR 52.204-18	52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
FAR 52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
FAR 52.207-1	NOTICE OF STANDARD COMPETITION (MAY 2006)
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
DFARS 252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
DFARS 252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
DFARS 252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)
DFARS 252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
DFARS 252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
DFARS 252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)
DFARS 252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016- O0001 OCT 2016)
DFARS 252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT (SEP 2016)
DFARS 252.205-7000	252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
DFARS 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)
DFARS 252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016)
DFARS 252.209-7999	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW
DFARS 252.215-7008	ONLY ONE OFFER (OCT 2013)
FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
DFARS 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)
DFARS 252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)
DFARS 252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)
DFARS 252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)
DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012)

**DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)**

a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4 (DFARS/PGI view)).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**DFARS 252.227-7015 TECHNICAL DATA–COMMERCIAL ITEMS (FEB 2014)**

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

- (1) “Commercial item” does not include commercial computer software.
- (2) “Covered Government support contractor” means a contractor (other than a litigation support contractor covered by 252.204-7014 ) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
  - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
  - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025 , Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends.
- (3) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
- (4) The term “item” includes components or processes.
- (5) “Technical data” means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computers of, such as financial and/or management information.

(b) *License.*

(b) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that—

- (1) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (2) Are form, fit, and function data;
- (3) Are a correction or change to technical data furnished to the Contractor by the Government;
- (4) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or
- (5) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(c) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not—

- (1) Use the technical data to manufacture additional quantities of the commercial items; or
- (2) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract, or for performance of work by covered Government support contractors.

(d) The Contractor acknowledges that—

- (1) Technical data covered by paragraph (b)(2) of this clause are authorized to be released or disclosed to covered Government support contractors;
- (2) The Contractor will be notified of such release or disclosure;
- (3) The Contractor (or the party asserting restrictions as identified in a restrictive legend) may require each such covered

Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for an non-disclosure agreement; and

(4) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(c) *Additional license rights.* The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(d) *Release from liability.* The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(e) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320 and 10 U.S.C. 2321.

(2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and the clause at 252.227-7013 will govern the technical data commercial item that was developed in any part at Government expense.

#### **DLAD 52.233-9001 DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (JUN 2020)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

#### **DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

#### **I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DLA ENERGY FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount

the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess re-procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated re-procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

### **I300 JOINT ETHICS REGULATION COMPLIANCE REQUIREMENT (DLA ENERGY JAN 2012)**

(a) The Contractor acknowledges that Department of Defense (DoD) personnel are required to comply with all provisions of DoD Regulation 5500.7-R, Joint Ethics Regulation (JER). This regulation restricts Government employees from engaging in a number of activities that create an appearance of impropriety or otherwise violate the law, including certain activities such as interaction with Contractors and their employees. The Contractor hereby agrees to use its best efforts to prevent its employees from taking any action that could be construed as soliciting, encouraging, assisting, aiding, or abetting any DoD employee to violate any provision of the JER.

(b) The Contractor further agrees to provide a copy of the JER (available at no cost at [http://www.defenselink.mil/dodgc/defense\\_ethics/ethics\\_regulation/index.html](http://www.defenselink.mil/dodgc/defense_ethics/ethics_regulation/index.html)) to all of its employees assigned to work under this contract in any Government-owned or Government-leased facility and to require such employees to complete Government-furnished on line training on the JER or Government Employee Standards of Conduct.

(c) The Contractor shall furnish certificates of completion for its employees who have completed the required on line training to the Contracting Officer's Representative within 90 days of the contract start date. The parties agree that this provision constitutes a material term and condition of the contract.

### **I605.03 CONFIDENTIALITY AND NONDISCLOSURE OF NONPUBLIC INFORMATION AND CONFLICTS OF INTEREST (DLA ENERGY APR 2002)**

(a) The Contractor may have access to nonpublic information while providing support services under this contract. **Nonpublic information** includes, but is not limited to, advanced procurement information, such as future requirements, statements of work and acquisition strategies; source selection information, such as source selection plans, offers before they are made public, and rankings of proposals; trade secrets; proprietary information submitted by a Government Contractor; information protected by the Privacy Act; attorney work product; and other sensitive information that would not be released by the Defense Logistics Agency Energy (DLA Energy) under the Freedom of Information Act, e.g., program, planning, and budget information.

(b) The Contractor shall require that all employees assigned to perform tasks under this contract sign and comply with a Confidentiality and Nondisclosure Agreement as required by the Contracting Officer. This Agreement requires each individual working under the contract to certify that he/she—

- (1) Shall not seek access to nonpublic information beyond what is required for performance of the support services contract;
  - (2) Shall ensure that his/her status as a Contractor employee is known when seeking access to and receiving nonpublic information from Government employees, members of the general public, or other Contractors/contractors;
  - (3) Shall not use or disclose such information for any purpose other than providing the contract support services or disclose the information for any personal or other commercial purpose;
  - (4) Shall advise the Contracting Officer in writing as soon as possible if he/she becomes aware of any improper release or disclosure of nonpublic information.
  - (5) Shall agree to return any nonpublic information given to him/her during contract performance, including all copies, upon completion of each assignment; and
  - (6) Shall recognize that release or disclosure of nonpublic information is in violation of the signed Agreement and that contractual actions, as well as civil or criminal remedies authorized by law, are applicable to both the Contractor employee and the Contractor for unauthorized use or release of nonpublic information.
- (c) The performance of tasks under this contract may also present Contractor employees with potential conflicts of interest. A **conflict of interest** includes, but is not limited to

- (1) participating personally and substantially in a Government procurement, contract, issue, litigation, or other matter that will affect a Contractor employee's financial interests or those of the employee's spouse, minor child, general partner, an organization in which the employee serves as an officer, director, trustee, general partner, or employee, or a person with whom the employee is negotiating for, or has an arrangement concerning, prospective employment, or (2) involvement in a Government procurement, Source Selection Information – See FAR 2.101 and 3.104



contract, issue, litigation, or other matter that might affect the financial interests of a person who is a member of the employee's household or with whom the employee has a close personal relationship; a person for whom the employee's spouse, parent, or dependent child serves as an officer, director, trustee, general partner, agent, attorney, consultant, contractor, or employee; any person for whom the employee has within the last year served as officer, director, trustee, general partner, agent attorney, consultant, contractor, or employee; or any organization in which the employee is an active participant.

The Contractor shall require that Contractor employees disclose potential conflicts of interest by providing a written statement of their financial holdings and interests (excluding holdings of diversified mutual funds) to the Contracting Officer, upon written request. The Contractor shall resolve potential conflicts of interest to the Contracting Officer's satisfaction when identified, including, but not limited to, substituting equally qualified Contractor employees that do not have a conflict of interest to perform tasks under this contract.

## SECTION J – LIST OF ATTACHMENTS

ATTACHMENT I – Past Performance Questionnaire

ATTACHMENT II – Rough Order of Magnitude (ROM)

ATTACHMENT III – Quality Assurance Surveillance Plan (QASP)

## SECTION K – REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

### **FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

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

### **FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

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

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

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

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

### **FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

#### **FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

*Forced or indentured child labor* means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

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

*Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern*—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

*Small business concern*—

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

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

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

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

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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 least 51 percent of the stock of which is owned by one or more women; and

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial 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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

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

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

(1)

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

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

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[List as necessary]

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

(g)(g)

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

(i)

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line



items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products*.

**Listed End Product**

**Listed Countries of Origin**

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

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

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

(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end

products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;  
Name and TIN of common parent:

Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

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

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

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

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

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

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

☐ Individual/concern, other than one of the preceding

#### **FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)**

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

#### **K15 RELEASE OF PRICES (DLA ENERGY MAR 2009)**

The Defense Logistics Agency Energy (DLA Energy) will release prices of successful offerors after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Prices are the bottom-line price and do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

#### **K33.01 AUTHORIZED NEGOTIATORS (DLA ENERGY APR 2007)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

NAME	TITLE	PHONE NUMBER	E-MAIL ADDRESS

### **SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

#### **FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women owned small business set-aside or sole-source award regardless of dollar value.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a

price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -

GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.



#### **52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

#### **FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from , Ryan Whaley, 8725 John J Kingman Road, Suite 2959, Ft. Belvoir, VA 22060.

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

#### **FAR 52.237-1 SITE VISIT (APR 1984)**

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

#### **RFQ POINT OF CONTACT**

Any questions in connection with this RFQ must be submitted in writing and shall be directed to both Avril Penn, Contract Specialist (CS) and Ryan Whaley, Contracting Officer (CO) via electronic mail, to the email address listed below:

<b>Contract Specialist</b>	<b>Contracting Officer</b>
Avril A. Penn Email: csTeam@dla.mil	Ryan Whaley Email: csTeam@dla.mil
<b>Questions shall be submitted on or before Thursday, May 19, 2022 12PM Fort Belvoir Time to allow DLA adequate time to provide a response and consider potential changes to the RFQ, if required. No further questions will be accepted after this date.</b>	

#### **L2.11-4 E-MAIL QUOTES (DLA ENERGY OCT 2010)**

- (a) Contractors will submit quotes via e-mail. E-mail quotes are subject to the same rules as paper quotes.
- (b) E-mail receiving data and compatibility characteristics are as follows:
  - (1) E-mail address: **csTeam@dla.mil**
  - (2) The DLA Energy accepts attachments in—
    - (i) Adobe Acrobat;
    - (ii) Microsoft Excel;
    - (iii) Microsoft Word; and
    - (iv) Microsoft PowerPoint.
- (c) Initial quotes, modifications and revisions submitted via e-mail must contain quoter's signature included in the attachment to the e-mail communication.
- (d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.
- (e) Quotes submitted electronically through a single e-mail must be no more than **10 MB**. DLA Energy’s mail server will reject messages larger than 10 MB.
- (f) The DLA Energy e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Contractors are encouraged to verify receipt of e-mail quotes by contacting the Contracting Officer prior to the solicitation closing time.
- (g) If any portion of an e-mail quote received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the quote. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the quoter and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the quoter complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(h) The Government reserves the right to make award solely on the e-mail quote. However, if requested to do so by the Contracting Officer, the apparently successful offeror/quoter promptly shall submit the complete signed original quote.

### **L.1. CONTRACTOR QUOTATION INSTRUCTIONS**

This section specifies the format and content that Contractors shall use for responding to this RFQ. It is required that the Contractor's response be in accordance with these instructions. The goal is to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

The Contractor is responsible for providing adequate documentation to enable a thorough evaluation of their quote. The Contractor shall submit a quote that clearly and concisely describes and defines the Contractor's response to the requirements contained in the RFQ. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective quote are not desired. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are not necessary or desired. Responses which merely repeat the Performance Work Statement will not be considered as being responsive to the requirements of this RFQ.

If a Contractor does not understand the instructions contained herein, written notification shall be provided to the CO for clarification at prior to the deadline for receipt of questions to enable a response with adequate time to meet the RFQ closing date.

#### **L.1.1 Quote Format**

Contractors are required to submit quotes in four separate volumes as indicated below. There shall be no reference to pricing or any pricing data included as part of the Non-Price Volumes or in the transmittal letter.

In accordance with FAR 2.101 and 3.104-4, the Contractor is required to mark all material that may be source selection information as described at paragraph of the "source selection information" definition in FAR 2.101, to include the cover page and each page that may contain source selection information with the legend "Source Selection Information – See FAR 2.101 and 3.104". Contractors shall not submit information in their quotes that is considered "Classified." Proprietary markings are permitted.

Contractors shall submit quotations in four separate volumes plus a transmittal letter. The four volumes shall be clearly labeled as follows:

#### **Quote Formatting**

<b>Volume</b>	<b>Title</b>
I	Technical Capability/Risk (Written) (Non-Price)
II	Past Performance (Non-Price)
III	Price Quote
IV	Contract Documentation

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

(a) The Government will award a contract resulting from this solicitation to the responsible contractor whose quote conforming to the solicitation will be most advantageous and the best overall value to the Government: Technical Capability/Risk, Past Performance, and Price considered. The Government reserves the right to award to other than the lowest priced evaluated quote. The following factors in order of importance will be used to evaluate all quotes.

#### **Factor 1 – Technical Capability/ Risk**

The following subfactors are equal in importance under Factor 1:

Sub-Factor 1.1: Management Approach and Technical Capabilities

Sub-Factor 1.2: Personnel Qualifications

#### **Factor 2 – Past Performance**

#### **Factor 3 – Price**

All evaluation factors other than price when combined are more important than price.

Vendors are encouraged to provide their best proposal with their initial submission without the need to submit additional information. The Government intends to issue an award without engaging in discussions with vendors but reserves the right to allow clarifications to identify minor technical or administrative errors, however these clarifications will not result in an opportunity to resubmit a quote. The Government also reserves the right to conduct discussions if discussions are determined to be advantageous to the Government to maximize the Government's ability to obtain the best value. If any discussions are conducted it may be either orally or in writing. The scope and extent of discussions are a matter of contracting officer judgement. These statements must not be construed to mean the Government is obligated to conduct any discussions with any vendor.

Only the quotes determined to be technically acceptable (receiving a Technical/Risk rating of Outstanding, Good, or Acceptable) and quotes determined to have a Past Performance rating of Neutral Confidence or above will be further evaluated for award. Price will be evaluated for reasonableness and completeness. An order will be awarded on the basis of a best value tradeoff, and quotes must meet or exceed the acceptability standards. Any offeror who receives an overall technical rating of unacceptable will not be eligible for award. The Government may conduct a pre-award survey of the Offeror's resources to verify technical capability and to assist with the Responsibility Determination as defined in FAR 9.104-1.

#### **Evaluation of Factor 1: Technical Capability/ Risk**

The evaluation of this factor will consider completeness, clarity and the ability to successfully perform all tasks and responsibilities stated in Section C, the Performance Work Statement. The Contractor must demonstrate a thorough understanding of the scope and complexity of the work, effective quality control, ability to meet the schedule specified in Section C, and risks.

Subfactor 1, Management Approach and Technical Capabilities:

1. Contractor's understanding of the work, as evidenced by its proposed plan for overall implementation and execution of project.
2. Current corporate capability to perform a contract, including relevant corporate experience.
3. Evidence of a process for ensuring the quality and timeliness of deliverables.
4. Evidence of reach-back capability, including subcontractors, consultants and business partners.

Sub-Factor 2, Personnel Qualifications:

1. Contractor proposes personnel who demonstrate the required knowledge, experience and education that is directly related to strategic planning, program database development, data analysis, workflow process improvement Advisory and Assistance technical support services.
2. The qualifications and depth of experience of individual personnel who have worked on directly related projects will be evaluated.

#### **Technical Capability/Risk rating scale**

<b>Adjectival Rating</b>	<b>Description</b>
Outstanding	Quote indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Quote indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Quote meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Quote has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Quote does not meet requirements of the RFQ, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Quote is un-awardable.

## Evaluation of Factor 2: Past Performance

Pursuant to FAR Part 8.405-2(c), the Past Performance evaluation factor assesses the degree of confidence the Government has in a Contractor's ability to perform services that successfully meet users' needs, based on a demonstrated record of recent and relevant past performance. The recency, relevancy (including context of the data), and quality (including general trends on Contractor performance and source of the information) shall be considered in evaluating this factor. These considerations will result in one (1) performance confidence assessment rating for each Contractor, as detailed herein.

Recency is defined as (i) having been completed, or (ii) having been in progress and have a minimum of one year performance history at any point in the last three (3) years from the quote due date of this RFQ. The Government will determine how relevant a recent effort accomplished by the Contractor is to this requirement. Relevancy is defined as past performance that is similar in scope, complexity, and dollar value to the subject procurement.

The Government will review all past performance information collected and/or provided, and determine the quality of the Contractor's performance, general trends, and usefulness of the information and incorporate these into each Contractor's performance confidence assessment rating.

The Government will assess this factor based upon what is presented and may use any other data or information otherwise available that the Contracting Officer (CO) determines to be recent and relevant. The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes, but is not limited to: the Past Performance Information Retrieval System (PPIRS); past performance questionnaires; past and present customers and their employees, and any others who may have useful information; the Contractor's past performance under DLA Energy Contracts Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Project Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency. The Past Performance evaluation team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DLA Energy contract or a previous DLA Energy contract for work similar to that required by the solicitation.

Past Performance will not be compared to past performance of other Contractors, and subcontractor past performance will not be utilized in determining a Contractor's rating. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Negative past performance under prior DLA Energy contracts may result in an overall negative past performance rating.

In the case of a Contractor without a record of recent or relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Contractor may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, Contractors lacking relevant past performance history shall be determined to have unknown past performance and shall receive a "neutral confidence" evaluation rating for past performance.

### Past Performance Rating Method:

**Recency:** For the Past Performance evaluation factor, recency will be evaluated as either Acceptable or Unacceptable and assigned one of the following ratings.

### Past Performance Recency rating scale

Rating	Description
Acceptable	Performance is within last three (3) years from the quote due date of this RFQ
Unacceptable	Performance is NOT within the last three (3) years from the quote due date of this RFQ

**Relevancy:** For the Past Performance evaluation factor, one of the following relevancy ratings will be assigned to the Contractor:

### Past Performance Relevancy rating scale

Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this RFQ requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this RFQ requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this RFQ requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this RFQ requires.

Upon assessing recency and relevancy, the Government will assign an overall confidence assessment rating to each offeror. The overall confidence rating shall be based on the level of confidence the Government has in the Contractor's ability to successfully perform the requirements. The Government will assign one of the following five (5) overall confidence assessment ratings to each Contractor based on the Past Performance Quote:

### Past Performance Confidence Assessment rating scale

Rating	Description
Substantial Confidence	Based on the Contractor's recent/relevant performance record, the Government has a high expectation that the Contractor will successfully perform the required effort.
Satisfactory Confidence	Based on the Contractor's recent/relevant performance record, the Government has a reasonable expectation that the Contractor will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Contractor's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Contractor may not be evaluated favorably or unfavorably on the factor of past performance. In the case of no recent/relevant performance record, the Contractor's past performance is unknown and assigned a performance confidence rating of "neutral."
Limited Confidence	Based on the Contractor's recent/relevant performance record, the Government has a low expectation that the Contractor will successfully perform the required effort.
No Confidence	Based on the Contractor's recent/relevant performance record, the Government has no expectation that the Contractor will be able to successfully perform the required effort.

An assessment of past performance information is separate from the responsibility determination required under Subpart 9.1.

### Evaluation of Factor 3: Price

Price will be evaluated, but not assigned a rating. The Government intends to award a firm fixed price contract from this solicitation. The Government will establish a "Total Evaluated Price to the Government" for each Offeror by multiplying the Offeror's proposed unit price for each CLIN as listed in the Schedule Section, inclusive of option CLINs, by the quantity (12 months) for each CLIN to calculate an extended price. Additionally, the Government will include a six-month option to extend services at the end of the last option year using the proposed prices for the last option year CLINs. The sum of the extended prices will be used to determine the "Total Evaluated Price to the Government".

Total quoted prices will be compared with competitor pricing, current contract prices, market research, Government estimates, previous pricing, market indices, the Contracting Officer's knowledge of market prices, and other pricing indicators when applicable. Prices shall be analyzed to determine whether prices are fair and reasonable.

The Government values a superior technical quote over selecting the lowest evaluated price quote. However, the Government will not make an award at a price premium considered disproportionate to the benefits associated with a technically superior quote.

The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Unrealistic price quotes may be viewed as an indication that a contractor lacks understanding of the requirements and may result in exclusion from the competitive range. Evaluation of options shall not obligate the Government to exercise the option(s).