

November 16<sup>th</sup> 2021

Joint Region Marianas (J9)  
Building 203 Halsey Drive  
Nimitz Hill  
Piti Guam 96915

Mr/Ms Contractor  
Company name  
Address  
City, ST, Zip

Subject: REQUEST FOR QUOTATION (RFQ) NAFJRM-22-Q-0005

Dear Prospective Offeror:

1. This request for quote is for Fitness Instructors located Coral Reef Fitness Center at Andersen Air Force Base and Charles King Fitness Center at Navy Base Guam.
2. Please provide a quotation based upon your best pricing, with any discounts offered to your best customers.
3. If any items or services quoted are “Open Market” items, they must be identified as such on the quote. Please let the undersigned know as soon as possible if additional time is needed to extend the due date for the RFQ.
4. Please respond to this RFQ by emailing response to: Contracting Officer Lakeshia Guerrero at e-mail: [JRMNAFPROCUREMENT@fe.navy.mil](mailto:JRMNAFPROCUREMENT@fe.navy.mil) no later than 12:00 p.m. (CST) **Wednesday, 30 November 2022** (or sooner if possible) in order to be considered timely. Any quote, modification, revision, or withdrawal of a quote received after the exact time specified above shall be determined as late and will not be considered unless received before award is made, the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition, and it was the only quote received. Please contact Lakeshia Guerrero with additional questions at the above noted email address or call (671)349-1144.
5. Please provide a quote for the line item(s) (CLINs) listed below. List Shipping as F.O.B Destination or F.O.B Origin. For F.O.B Destination: all Shipping Costs/other fees shall be included in the Line Item pricing. Failure to quote on all CLINs or failure to **submit all 28 pages** of this RFQ with all applicable clauses/provisions filled in will render the quote unacceptable and ineligible for award consideration in the absence of discussions.
6. Fill out and return **#14 and #16** of Special Notes and Instructions: Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and Covered Telecommunications Equipment or Services-Representation.
7. The NAFI requests the quote to be effective for 30 days after submission.

ITEM	DESCRIPTION	QTY	Unit	Unit Price	Extended Amount
0001	CARDIO FITNESS	12	MN	\$_____	\$_____
0002	STRENGTH TRAINING	12	MN		
0003	YOGA	12	MN		
0004	ZUMBA	12	MN		
0005	ZUMBA TONING	12	MN		
0006	INDOOR CYCLING	12	MN		
0007	HIIT (High Intensity Interval Training)	12	MN		
0008	BARRE	12	MN		
0009	PERSONAL TRAINING	12	MN		
0010	BODY PUMP	12	MN		
0011	KICK BOXING	12	MN		
0012	STEP AEROBICS	12	MN		
0013	CIRCUIT TRAINING	12	MN		
0014	FUNCTIONAL FITNESS	12	MN		
0015	PILATES	12	MN		

**Delivery Address:**

Coral Reef Fitness Center  
Bonins Boulevard  
Bldg. 25045  
Andersen Air Force Base  
Yigo, Guam 96929

Charles King Fitness Center  
Haputo Road  
Bldg. 1980  
Navy Base Guam  
Santa Rita GU 96929

**Required Delivery:** 5 days After Receipt of Order

**Please indicate FOB Destination or Origin and provide the information below:**

**FOB  
DESTINATION/ORIGIN**

Shipping ☐ Yes  
Cost  
Included? ☐ No

**Payment Terms** \_\_\_\_\_

**Delivery Date** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**DUNS #** \_\_\_\_\_

**Required Cage Code  
Number:** \_\_\_\_\_

<b>POC:</b> _____ <b>E-Mail Address:</b> _____ <b>Existing Contract Number (i.e GSA, AFNAFPO, Etc):</b> _____	<b>Telephone #</b> _____ <b>Tax ID#:</b> _____ <b>Warranty Information:</b> _____
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### **PERFORMANCE WORK STATEMENT**

**1. INTRODUCTION.** Fitness Instructors for Coral Reef Fitness Center at Andersen Air Force Base and Charles King Fitness Center at Navy Base Guam.

**2. SCOPE.** The Contractor shall provide all services required to perform Fitness Instruction services at designated sports/fitness facilities in support of the recreational sports and fitness activities of the 36th FSS Fitness Center, Andersen Air Force Base, Guam and MWR Fitness Center, Navy Base Guam. The Contractor shall provide these services in accordance with the Statement of Work contained herein.

**3. MAIN TASK/ORDER OBJECTIVES.** Provide Fitness Instruction services at designated sports/fitness facilities. To teach a safe, effective group fitness class. To educate her/his students about proper training and exercise principles. To integrate her/his students' patrons into the total recreation sports experience by encouraging cross-training and the use of others Navy Programs and services.

**4. APPLICABLE DOCUMENTS AND REFERENCES.**

Group Fitness/Aerobics Instructor # Contractor personnel holding current certification from a nationally recognized health and fitness organization e.g.,

Per DOD MWR Fitness Center Standards (13 April 2021), group exercise instructors must maintain a primary certification from a National Commission for Certifying Agencies (NCCA) or Distance Education Accrediting Commission (DEAC) health or fitness organization, stating, the Service headquarters is authorized to approve commercial and industry certifications for the specific physical activity program instructed (e.g. yoga, cardio dance programs).

Designated Aerobics Facilities # Sports/Fitness facilities authorized by the Commanding Officer, Andersen Air Force Base, Guam and Navy Base Guam. Those facilities are: indoor are (s) and outdoor spaces (applicable during scheduled fitness program/events) at the AAFB and Navy Base Guam Fitness Centers.

COR # Contracting Officers Technical Representative.

NAFI # Non-Appropriated Fund Instrumentality.

Patron # Customer (s) enrolled in or taking the class (es) or session (s).

Recreational Aerobic Programs # Off duty aerobic and personal training recreational activities for personnel and their family members, and other patrons authorized by the Commanding Officer of Andersen Air Force Base, and Navy Base Guam.

## **5. TASK REQUIREMENTS**

The Contractor shall have current certification from a nationally recognized health and fitness organization. Certifications includes, but are not limited to the following: American Barre Techniques, Aquatic Exercise Association, Athletics and Fitness Association of America FitTour, International Sports Sciences Association, Les Mills International, MAD DOGG ATHLETICS®, SPIN®, SPINNER®, SPINNING®, SPIN FITNESS ®, National Exercise Trainers Association, National Yoga Academy, TRX, Yoga Alliance, Zumba as an aerobics instructor or leader.

5.1 Acceptance of specialized certifications shall be determined by the Fitness Coordinator.

5.2 Contractor shall wear the appropriate attire for teaching/leading aerobic activity.

5.3 The Contractor shall provide music required in the performance of the services.

5.4 The Contractor shall arrive 20 minutes prior to the start of the scheduled class/session.

## **6. DELIVERABLES AND ACCEPTANCE**

### **CLASS/SESSION SCHEDULE**

6.1 Classes/Session shall be conducted on the dates, times and locations as scheduled and agreed upon with the Fitness Center Coordinator.

6.2 Contractor must be flexible in scheduling personal training services to meet the needs of the Active Duty clients.

6.3 Official schedule for aerobics classes will be provided to the Contractor by the Fitness Coordinator at least two weeks prior to the start of each quarter of the fiscal year.

6.4 The NAFI will pay full fee of twenty four dollars (\$24.00) for each group fitness class in accordance with the estimated number of classes/sessions as listed in Appendix A.

6.5 The NAFI will pay \$10.00 for each scheduled class/session when there are no participants (no shows).

### **PAYMENT CYCLE**

In consideration for the services rendered, the NAFI agrees to pay the Contractor monthly.

### **INVOICES**

The Contractor will submit invoices to the Fitness Coordinator the last week of each month of the contract period for work completed during that month with the presentation of the invoice to the Accounting Office. The Contractor must ensure that the proper documentation (Class Rosters) are attached to monthly invoices to validate class/session.

## **7. PERFORMANCE CRITERIA**

Operational Hours. The normal duty schedule is between the hours of 0500 - 2300. The duty schedule is subject to change based on government requirements.

7.1 Federal Holidays - The U.S. Government recognizes the following Legal Holidays established by Federal Statute:

- New Year's Day – January 1
- Birthday of Martin Luther King Jr. – Third Monday in January
- Washington's Birthday – Third Monday in February
- Memorial Day – Last Monday in May
- Juneteenth National Independence Day- June 19
- Independence Day – July 4
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veteran's Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

7.2 When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

7.3 In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by a Presidential Proclamation

7.4 It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the task order. In the event the Contractor's personnel work during a holiday or other day observed by the Government employees (see above holiday listing), the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than their normal compensation for the time worked.

7.5 When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue sufficient personnel to perform critical tasks already in operation or scheduled, and the Contractor shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Representative (COR).

7.6 If Government personnel are furloughed, the Contractor shall contact the Contracting Officer or the COR to receive direction. It is the Government's decision as to whether contract support will be affected as a result of Government shutdown and/or furloughed Government employees.

7.7 Nothing in this section abrogates the rights and responsibilities of the parties relating to any “stop work” clause or provision included in other sections of the contract.

7.8 Overtime is not authorized under this contract.

## **8. GOVERNMENT/NAFI FURNISHED EQUIPMENT**

Coral Reef and Charles King Fitness Centers will provide supplies and equipment except music necessary to operate fitness classes/sessions.

## **9. EDUCATION AND EXPERIENCE**

Must have a minimum of three months experience as a Fitness Instructor or Personal Trainer. Certification. Must hold a current CNIC accredited Fitness Certification as well as a current CPR and First Aid Certificate.

## **10. KEY PERSONNEL**

### **MINIMUM PERSONNEL QUALIFICATION**

The minimum age for personnel is eighteen (18). The Contractor shall have current certification from a nationally recognized health and fitness organization. Per DOD MWR Fitness Center Standards (13 April 2021), group exercise instructors must maintain a primary certification from a National Commission for Certifying Agencies (NCCA) or Distance Education Accrediting Commission (DEAC) health or fitness organization, stating, the Service headquarters is authorized to approve commercial and industry certifications for the specific physical activity program instructed (e.g. yoga, cardio dance programs).

**11. SECURITY.** The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this contract. The Contractor shall not disclose and must safeguard sensitive information, computer systems and data, privacy act data, and Government and contracted personnel work products that are obtained or generated in the performance of this contract.

11.1 The Contractor is responsible for safeguarding information of a sensitive nature. Failure to safeguard any privileged information which may involve the Contractor or the Contractor's personnel or to which they may have access may subject the Contractor and/or the Contractor's employees to criminal liability under Title 18, section 793 and 7908 of the United States Code.

11.2 Clearances. All Contractor employees supporting this project require a minimum of a National Agency Check and Inquiries (NACI) clearance.

**12. CONFIDENTIALITY.** This project and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof shall be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's express consent.

**13. INTELLECTUAL PROPERTY RIGHTS.** No data provided to, or developed by, the Contractor shall be used for any purpose other than this contract and subsequent task orders. All information (data files and hard copy) become the property of the government and the Contractor shall return them to the designated program manager and or COR, at the completion of the task.

**14. PRIVACY ACT.** Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Any information reported, summarized, or otherwise considered procurement sensitive that comes about through the work performed will not be distributed or discussed outside the framework of the Data Layer Optimization Project. All programs and materials developed at government expense during the course of this contract are the property of the government. Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. The Government will retain rights to all intellectual property produced in the course of performing the tasks in this PWS.

### **End of PWS**

#### **Special Notes and Instructions:**

**1. Basis for Award.** The NAFI will award a purchase order/delivery order from this Request For Quotation (RFQ) to the responsible Offeror whose quote conforming to the RFQ will be the best value to the NAFI. Failure to acknowledge any Amendments may result in your quote not being considered for award. Contract type shall be Firm-Fixed-Price (FFP). For the Technical Response - The quote shall consist of narrative and supporting data that address all technical requirements contained in the RFQ. The quote shall be clear, concise, and shall include sufficient detail for effective evaluation. The Offeror's technical quote must address the following elements:

Factor 1: Technical Capability

Factor 2: Delivery

#### **2. Evaluation and Award Factors.**

The Offeror who is deemed responsible and responsive, and is the most advantageous to the NAFI, price and non-price factors considered, presenting the best overall value to the NAFI will be determined to represent the best value.

#### **Factor 1 - Technical Capability**

#### **Factor 2 - Delivery**

**Factor 3 - Past Performance.** (No past performance Questionnaire is required if you have performed similar services for CNIC within the past two years. Please provide the contract number and point of contact.)

The source selected may not be the lowest price, but will be the most advantageous to the NAFI, price and other non-price factors considered, presenting the best overall value to the NAFI. This will be determined by comparing differences in the value of non-price features with differences in price to the NAFI.

The NAFI may use various price analysis techniques and procedures to ensure a fair and reasonable price. Examples of such techniques include, but are not limited to the following: comparison of proposed prices received in response to the RFQ, comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.

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

**3. Registrations.** To be eligible for award, Offerors must be determined responsible. Offerors are encouraged to register through the System for Award Management (SAM) or if already registered, Offerors must be current. To register or update Reps & Certs that are not current go to <https://sam.gov/portal/public/SAM/> and provide information.

**4. Brand Name or Equal.** When using an "Equal product" to substitute the requested brand name product, the Offeror must include the following: (1) MFG name, (2) Part Number, (3) illustrations, and (4) literature or description (spec sheet) to support equal product substitution in your RFQ submission. Details of the requesting product to fulfill requirement must be met.

**5. Delivery/Assembly.** The items must be fully assembled and ready for use upon delivery.

**6. Site Maintenance.** Work areas shall be maintained in a neat, clean, safe condition and all trash, debris, and garbage, which the Contractor generates shall be removed from the premises upon completion and delivery, or daily if the completion/delivery will be completed in more than one day.

**7. Completion of Work.** The Contractor shall ensure that work for this project is performed in accordance with the criteria herein, and that all items/products in the description shall be fully operational at the completion of work for this project. All surfaces shall be cleaned, and floors shall be swept and/or mopped as needed.

**8. Payment Methods:** Electronic funds transfer payments are available for processing invoices for this contract in accordance with the prompt payment act via the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association or via credit card procedures with Single Use Account (SUA). Single-Use Account (SUA) is an electronic payment tool that eliminates the need for a physical credit card. SUA provides a single electronic card for each payment. A 16-digit virtual account is provided for each payment and



the credit limit is set for the specific payment amount. Electronic funds transfer ACH payments will be processed on a Net 30 day basis or less if a payment discounted is offered, e.g. 2% 10 days. SUA payments will be processed in 10 days or less. Prospective Contractors shall include their desired payment method in their proposal/quote.

## **9. BASE ACCESS IF USING DBIDS:**

Defense Biometric Identification Database System (DBIDS) is a Department of Defense (DOD) system developed by the Defense Manpower Data Center (DMDC) as a force protection program designed to manage personnel, property and installation access for the DOD. OpenFox is an information broker program utilized for determining an applicant's fitness for base access. DBIDS is the premier Physical Access Control System (PACS) utilized for credentialing all Contractor(s) and Vendors seeking frequent base access to Navy installations. ALL Contractor(s)/Vendor(s) must complete an initial Department of the Navy Local Population ID Card/Base access Pass Registration SECNAV 5512/1 (APR 2014) to receive a DBIDS credential.

The Base Access Registration Form 5512/1 is required to be completed initially; and every 179 days thereafter. The completion of this form is voluntary, however refusing to meet this requirement will result in a denial for base access. DBIDS credentials shall be issued to all personnel that do not meet the criteria to be issued a CAC, and have a valid requirement to access the Navy installation. The type of credential issued and the expiration date will be determined by the Period of Performance (POP) dates reflected in the contractual agreement. Personnel requiring base access of 1-179 days will receive a Paper Pass (Visitor Pass) only. Personnel requiring reoccurring base access of 180 days and up to three years shall be issued a DBIDS card.

In order to receive a DBIDS credential Contractor(s)/Vendor(s) employees will need either (A) Passport or (B) Real ID Act-compliant state driver's license and their Social Security Card, or Birth Certificate and a copy of their contract with the performance dates.

The Base Access Registration Form 5512/1 is used for vetting only utilizing OpenFox. The results determine the applicant's fitness for base access. (Applicants Social Security Number must be recorded on the 5512/1). NOTE: DBIDS and OpenFox are two separate systems that serve separate purposes.

Contractor(s)/Vendor(s) employees are NOT authorized to escort/sponsor other personnel onto or around a Navy installation.

Contractor(s)/Vendor(s) employees with criminal records reflecting any of the following will be denied access to a Navy installation: (List is not all inclusive, and the installation Commanding Officer reserves the right to deny access for any reason) (1) Sex Offender, (2) Felony conviction(s), (3) Drug trafficking, (4) Active Warrant(s) and (5) Terrorism.

Required forms for access to NSA Mid-South must be submitted to the CNIC point of contact for processing via the secure website at <https://safe.amrdec.army.mil/safe>. The forms must be submitted a minimum of 5 days prior to the first visit to the installation. Required forms for access to other Navy Installations must be submitted to the installation Visitor Control Center representative.

## 10. Department of Labor Wage Determination:

Department of Labor Wage Determination WD- N/A applies to the service requirement within this solicitation and is available at <http://beta.SAM.gov> ; select the appropriate state and county where services will be conducted in support of this requirement and follow the instructions. The appropriate wage determination will be displayed with the applicable wage rates that are required to be paid to employees working on the services provided under the contract.

## 11. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (APR 2016)

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

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://beta.SAM.gov> (or any successor Web site) and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including SubContractor labor costs) as a result of an increase in the annual E.O. minimum

wage, and for associated labor costs (including those for SubContractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.(ii) SubContractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any SubContractor requests for such price adjustment.(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

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

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Contractor or SubContractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work

called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other NAFI or Government contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning Contractor compliance, the procedures for resolving disputes concerning a Contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its SubContractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *SubContractor compliance.* The Contractor is responsible for SubContractor compliance with the requirements of this clause and may be held liable for unpaid wages due SubContractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**12. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII).** The online program offered must adhere to Department of Defense (DoD) mandates and best practices for securing and safeguarding Personally Identifiable Information (PII). PII policies are outlined in OMB-M-06-19 and DOD instruction 8500.01 and are available from:

**12.1.** <https://georgewbush-whitehouse.archives.gov/omb/memoranda/fy2006/m06-19.pdf> (OMB-M-06-19);  
[https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/850001\\_2014.pdf?ver=2019-10-07-112048-860](https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/850001_2014.pdf?ver=2019-10-07-112048-860) (DOD instruction 8500.01)

**12.2.** These mandates and best practices are included in the Secretary of the Navy (SECNAV) Instruction 5211.5F and CNIC Instruction 5211.1A. SECNAV Instruction 5211.5F is available from <https://www.doncio.navy.mil/ContentView.aspx>, and CNIC Instruction 5211.1 is available upon request from the KO. PII training Identifying and Safeguarding Personally Identifiable Information (PII) shall be completed at the following website <https://public.cyber.mil/dcs/>.

The Online system is to include servers that must comply with DoDI 8500.01.

With these responsibilities Contractors should ensure that their employees:  
At all times, Protect DON Information from inappropriate access, use, and disclosure and implement safeguards. Obtain DON management's written approval prior to taking any DON

sensitive information away from the office. The DON manager's approval must identify the business necessity for removing such information from the DON facility. PII shall be accessed on government furnished equipment (GFE) and safeguards shall in place to protect the PII.

### **13. Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.**

Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

(a) Definitions. As used in this clause—

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

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

Covered entity means—

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

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

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

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

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

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or

submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

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

(End of clause)

#### **14. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument”.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause titled: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

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

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

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

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

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (d) Representation. The Offeror represents that—
  - (1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.
- (e) Disclosures.
  - (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
    - (i) For covered equipment—
      - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
      - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
      - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
    - (ii) For covered services—
      - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
      - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.



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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

## **15. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

(i) Pursuant to multilateral regimes, including for reasons relating to national security; or

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

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

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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

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

(b) Prohibition.

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

- (c) Exceptions. This clause does not prohibit contractors from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.
  - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
    - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## **16. Covered Telecommunications Equipment or Services-Representation.**

Covered Telecommunications Equipment or Services-Representation (Dec 2019)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause titled 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) 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.

(End of provision)

### **NAF Contract Clauses**

Nonappropriated Fund contract clauses dated July 6, 2011 apply to this award and are available at [http://www.navy.mwr.org/resources/NAF\\_Aquisitions/NAF\\_contract\\_clauses\\_main/](http://www.navy.mwr.org/resources/NAF_Aquisitions/NAF_contract_clauses_main/).

### **Offeror Representations and Certifications – Commercial Items (Oct 2018)**

Contractors that are registered with **SAM** may provide their DUNS number in lieu of section K.

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://sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“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.

“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.

“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.

(b)

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

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation at the time this offer is submitted and are incorporated in this offer by reference, except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (u) 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) RESERVED

(d) *Certification Regarding Payments to Influence Federal Transactions* (31 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.

(e) 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 FAR 22.1503(b). available from <http://farsite.hill.af.mil>]

(1) Listed End Product

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.

(f) *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 database 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 26 U.S.C. 6041 and 6041A, 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 \_\_\_\_\_

(g) *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.

(h) 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 requirement is waived in accordance with the procedures at FAR 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.

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

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

(2) Representation and Certification. 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 \$3,500 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 (50 U.S.C. 1701 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>).

(j) *Ownership or Control of Offeror.*

(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)

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

(1) As required by section 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 and 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.

(1) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.

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

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(1)

(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).

(End of Provision)