

February 22, 2022

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

Subject: REQUEST FOR QUOTATION (RFQ) NAFJRM-22-Q-0009

Dear Prospective Offeror:

1. This request for quote is for of Liquid Petroleum Gas to Naval Base Guam and Naval Support Activity Andersen in 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. (PST) **Tuesday, 8 March 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. All questions will be due no later than 12:00 p.m. (PST), **Tuesday 1 March 2022** (or sooner if possible) in order to be considered timely. 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 21 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 #6 and #8** 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	Size	Unit	Price	Extended Amount
<b>Base Year</b>						
0001	Liquid Petroleum Gas - Torpedoes and Tomahawks	2	120	LBS	\$	\$ -
0002	Liquid Petroleum Gas - Charles King Fitness Center	1	1,150	LBS	\$	\$ -
0003	Liquid Petroleum Gas - Bowling Center	2	80	LBS	\$	\$ -
0004	Liquid Petroleum Gas - Child Care Center	1	120	LBS	\$	\$ -
0005	Liquid Petroleum Gas - Child Care Center - NAVHOSP	2	120	LBS	\$	\$ -
0006	Liquid Petroleum Gas -Sumay Cove Marina	1	120	LBS	\$	\$ -
0007	Liquid Petroleum Gas – NSAA Meridian Club (Primary Tank)	1	500	LBS	\$	\$ -
0008	Liquid Petroleum Gas - NSAA Meridian Club (back up	2	120	LBS		
0009	Liquid Petroleum Gas - NSAA Bowling Center	1	90	LBS	\$	\$ -
0010	Liquid Petroleum Gas - NSAA MISC	2	120	LBS	\$	\$ -
Base Year Total						\$ -
<b>Option Year One</b>						
1001	Liquid Petroleum Gas - Torpedoes and Tomahawks	2	120	LBS	\$	\$ -
1002	Liquid Petroleum Gas - Charles King Fitness Center	1	1,150	LBS	\$	\$ -
1003	Liquid Petroleum Gas - Bowling Center	2	80	LBS	\$	\$ -
1004	Liquid Petroleum Gas - Child Care Center	1	120	LBS	\$	\$ -
1005	Liquid Petroleum Gas - Child Care Center - NAVHOSP	2	120	LBS	\$	\$ -
1006	Liquid Petroleum Gas -Sumay Cove Marina	1	120	LBS	\$	\$ -
1007	Liquid Petroleum Gas – NSAA Meridian Club (Primary Tank)	1	500	LBS	\$	\$ -
1008	Liquid Petroleum Gas - NSAA Meridian Club (back up	2	120	LBS	\$	\$ -
1009	Liquid Petroleum Gas - NSAA Bowling Center	1	90	LBS	\$	\$ -
1010	Liquid Petroleum Gas - NSAA MISC	2	120	LBS	\$	\$ -
Option Year One Proposed Total						\$ -

Option Year Two						
2001	Liquid Petroleum Gas - Torpedoes and Tomahawks	2	120	LBS	\$	\$ -
2002	Liquid Petroleum Gas - Charles King Fitness Center	1	1,150	LBS	\$	\$ -
2003	Liquid Petroleum Gas - Bowling Center	2	80	LBS	\$	\$ -
2004	Liquid Petroleum Gas - Child Care Center	1	120	LBS	\$	\$ -
2005	Liquid Petroleum Gas - Child Care Center - NAVHOSP	2	120	LBS	\$	\$ -
2006	Liquid Petroleum Gas -Sumay Cove Marina	1	120	LBS	\$	\$ -
2007	Liquid Petroleum Gas – NSAA Meridian Club (Primary Tank)	1	500	LBS	\$	\$ -
2008	Liquid Petroleum Gas - NSAA Meridian Club (back up	2	120	LBS	\$	\$ -
2009	Liquid Petroleum Gas - NSAA Bowling Center	1	90	LBS	\$	\$ -
2010	Liquid Petroleum Gas - NSAA MISC	2	120	LBS		
Option Year Two Proposed Total						\$ -
Option Year Three						
3001	Liquid Petroleum Gas - Torpedoes and Tomahawks	2	120	LBS	\$	\$ -
3002	Liquid Petroleum Gas - Charles King Fitness Center	1	1,150	LBS	\$	\$ -
3003	Liquid Petroleum Gas - Bowling Center	2	80	LBS	\$	\$ -
3004	Liquid Petroleum Gas - Child Care Center	1	120	LBS	\$	\$ -
3005	Liquid Petroleum Gas - Child Care Center - NAVHOSP	2	120	LBS	\$	\$ -
3006	Liquid Petroleum Gas -Sumay Cove Marina	1	120	LBS	\$	\$ -
3007	Liquid Petroleum Gas – NSAA Meridian Club (Primary Tank)	1	500	LBS	\$	\$ -
3008	Liquid Petroleum Gas - NSAA Meridian Club (back up	2	120	LBS	\$	\$ -
3009	Liquid Petroleum Gas - NSAA Bowling Center	1	90	LBS	\$	\$ -
3010	Liquid Petroleum Gas - NSAA MISC	2	120	LBS		
Option Year Three Proposed Total						\$ -

	<b>Delivery Address:</b>	
	Naval Base Guam Torpedoes and Tomahawks Charles King Fitness Center Bowling Center Child Care Center Child Care Center – NAVHOSP Sumay Cove Marina	Naval Support Activity Andersen in Guam Meridian Club Bowling Center MISC
	<b>TOTAL COSTS</b>	

**Base Year & All Option Years Total Estimated Price \$ \_\_\_\_\_**

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

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

<b>FOB DESTINATION/ORIGIN</b>	Shipping <input type="checkbox"/> Yes
	Cost Included? <input type="checkbox"/> No

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

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

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

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

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

**POC:** \_\_\_\_\_

**Telephone #** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Tax ID#:** \_\_\_\_\_

**Existing Contract  
Number (i.e GSA,  
AFNAFPO, Etc):** \_\_\_\_\_

**Warranty Information:** \_\_\_\_\_

## STATEMENT OF WORK

1. Summary of Service: Delivery of 21,000 gallon of Liquid Petroleum Gas to Naval Base Guam and Naval Support Activity Andersen in Guam.
2. Place of Performance: Naval Base Guam and Naval Support Activity Andersen.
3. Period of Performance:

BASE:	<u>01 MAY 2022 – 30 APRIL 2023</u>
OPTION 1:	01 MAY 2023 – 30 APRIL 2024
OPTION 2:	01 MAY 2024 – 30 APRIL 2025
OPTION 3:	01 MAY 2025 – 30 APRIL 2026

### 4. STATEMENT OF WORK/ REQUIREMENTS

a. Contractor shall fill gas tanks at the following locations upon request by an authorized caller:

- Naval Base Guam:
- Torpedoes and Tomahawks – 2 (120) lbs.
- Fitness Center- 1 (1,150) lbs.
- Bowling Center- 2 (80) lbs.
- Child Care Center- 1(120) lbs.
- Child Care Center - NAVHOSP – 2-(120) lbs.
- Sumay Cove Marina- 1(120) lbs.

#### NSAA:

- Meridian Club – 2 (120) lbs. back up tanks. 1-(500) lbs. primary tank
- Bowling Center – one tank; 90 lbs.
- MISC – 2 (120) lbs.

b. Contractor shall provide tanks as required, and inspect tanks, lines, regulators on a semi-annual basis, providing the government representative a written report for record keeping purposes.

c. Contractor shall inform the Contracting Officer of any price increase.

5. MWR Technical Point of Contact: Eric R. Barnes, Tel: 349-3300 Email: Eric.Barnes@fe.navy.mil

## **Special Notes and Instructions:**

**1. Basis for Award.** The NAFI will award a purchase 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

The Offeror who is deemed responsible and responsive with the **Lowest Priced, Technically Acceptable (LPTA)** quote will be determined to represent the best value. Technical acceptability will be determined by an evaluation of the quoted requirements that meet the technical criteria that is contained in the solicited item description or its equal. Quotes initially will be ranked from lowest to highest based on total price. The NAFI will then evaluate the three lowest priced quotes for Technical Acceptability. However, the NAFI reserves the right to evaluate additional quotes for technical acceptability if deemed to be in the best interest of the NAFI. If additional quotes are evaluated for technical acceptability, they will be evaluated in the order of total price. Award will be made to the responsible Offeror whose quote is the lowest evaluated price among technically acceptable quotes. 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.

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.)

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.

**2. 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.

**3. 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.

**4 PROTECTION OF PERSONAL 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-06-16, OMB-M-06-19 and DOD instruction 8500.01 and are available from:

4.1. [www.whitehouse.gov/omb/memoranda/fy2006/m06-16.pdf](http://www.whitehouse.gov/omb/memoranda/fy2006/m06-16.pdf) (OMB-M-06-16);  
[www.whitehouse.gov/omb/memoranda/fy2006/m06-19.pdf](http://www.whitehouse.gov/omb/memoranda/fy2006/m06-19.pdf) (OMB-M-06-19);  
[www.dtic.mil/whs/directives/corres/pdf850002p.pdf](http://www.dtic.mil/whs/directives/corres/pdf850002p.pdf) (DOD instruction 8500.01)

4.2. These mandates and best practices are included in the Secretary of the Navy (SECNAV) Instruction 5211.5E or CNIC Instruction 5211.1 and are available from:  
<https://www.secnaveavy.mil/doni/default.aspx>.  
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, safeguard DON information to which their employees have access. 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.

## **5. 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)

## **6. 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)

## **7. 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)

## **8. 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.navymwr.org/resources/NAF\\_Aquisitions/NAF\\_contract\\_clauses\\_main/](http://www.navymwr.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 (1)(3) through (1)(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.

(l) 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:\_\_\_\_\_.

(m)

(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)