

Action Code: Combined Synopsis/Solicitation Notice

Class Code: 8945

Subject: Raw Subsistence for Oregon Army National Guard Annual Training

Solicitation Number: 11032321

Posted Date: June 1, 2017

Set-Aside: N/A

Response Date: July 3, 2017 @ 10:00 am PST

Contracting Office Address: United States Property and Fiscal Office
ATTN: USPFO-P
1776 Militia Way/PO Box 14350
Salem, Oregon 97309-5047

Details: This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

The North American Industry Classification System (NAICS) code for this acquisition is 424410. The United States Property and Fiscal Office of the Oregon Army National Guard is soliciting quotes to procure the following supply or services:

Information to Offerors

SAM vendor registration is required. Please visit www.sam.gov. Step-by-step information on how to register is detailed on the website. Lack of registration in the SAM database will make an offeror ineligible for award. Offerors must be actively registered on the Systems for Award Management database (SAM). Information concerning SAM requirements may be viewed via the Internet at <https://www.sam.gov/portal/public/SAM/> or by calling the SAM Registration Center at 866-606-8220. Only contractors who are registered in the Systems for Award Management (SAM) can be awarded a contract. Offerors must have electronic funds transfer (EFT) capability. Offerors' proposals shall be valid for a minimum of 30 days to be acknowledged in the offerors' proposal. Contractors must be actively registered with Wide Area Work Flow (WAWF) at <http://wawf.eb.mil>. Clauses may be accessed electronically in full text through <http://farsite.hill.af.mil>.

Please review FAR clause 52.229-3 for any exemptions in Federal, State and Local Taxes and their applicability pertaining to your quote for this RFQ.

OFFERORS ARE HIGHLY ENCOURAGED TO READ THE SPECIFICATIONS IN THEIR ENTIRETY AND SUBMIT ANY QUESTIONS BEFORE THE CLOSING DUE DATE AND TIME AND PRIOR TO SUBMITTING A QUOTE.

If you have any questions or concerns regarding this Request for Quote (RFQ), please contact Andrea Smothers at 503-584-3787 or at email: andrea.k.smother.mil@mail.mil

This Request for Quote (RFQ) will result in a firm fixed price contract. Contract will be awarded to the contractor who provides a quote that conforms to the terms and conditions of this solicitation, meets all the requirements outlined, and provides the lowest price.

Requirements for your quote: Please submit a quote either by filling this form out or on your company letterhead showing a price per contract line item (CLIN) with a total price at the bottom. Include the following information on your quote: Cage code, Tax ID number, company name, phone number, contact, and email. The award will only be made to an offeror that is all-inclusive of the requirements on this solicitation. Please include the prices per item on an itemized list.

PRICES QUOTED MUST BE VALID FOR 30 DAYS.

Please return this page and provide the following information.

Contact Person: _____

E-mail Address: _____

Telephone: _____

DUNS Number: _____

CAGE Code: _____

Federal Tax ID Number _____

Basis for Award

The Government will award one contract resulting from this solicitation in accordance with FAR 13.106 to the responsible offeror conforming to all requirements in this solicitation and quoting the lowest price offer.

SPECIFICATIONS

Raw Subsistence

General Requirements

The contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and non-personnel services necessary to perform the requirements as defined.

Deliveries are required to be in accordance with TM 530 TRI Service code to insure subsistence is maintained at proper temperatures, quantities meet the requester instructions for amounts, weights, and correct product.

Replacement (substitute) items will be approved in writing by the contracting officer not less than 24 hours prior to shipment.

Transportation assets utilized will be clean inside and outside.

The requesting activity for the Oregon National Guard may not adjust, change, modify or substitute items. Any and all changes must be pre-coordinated and pre-approved in writing by the contracting officer.

Delivery Requirements:

1st Delivery: 20 July 2017

No Earlier Than (NET): 1100 Pacific

No Later Than (NLT): 1400 Pacific

Location: 2950 Taylor Way, Forest Grove, OR 97116

2nd Delivery: 24 July 2017

NET: 1400 Pacific

NLT: 2000 Pacific

Location: Yakima Training Center, 970 Firing Center Road, Yakima, Washington 98901

3rd Delivery: 28 July 2017

NET: 1300 Pacific

NLT: 2100 Pacific

Location: Yakima Training Center, 970 Firing Center Road, Yakima, Washington 98901

Performance Requirements**Subsistence:****See Food Items List**

The vendor shall deliver RAW, unprepared, and prepared subsistence in original packaging with original "BRAND" identification markings.

The vendor shall deliver subsistence free of mold, decay, temperature damage, and physical damage.

The vendor shall deliver subsistence with the correct counts, weights, and item identification.

The vendor will provide fresh NON expired subsistence.

Subsistence will NOT be within 7 days of expiration date.

The vendor will NOT substitute items without written consent the contracting officer.

The vendor shall provide the chain of refrigeration at time of delivery.

The vendor shall communicate any discrepancies, substitutions, scheduling issues to the contracting officer within 48 hours of scheduled deliveries.

Pricing: Provide prices for all raw subsistence and food items per the attached food items list for deliveries 1-3 under attachments of this solicitation.

CLIN 0001: Raw Subsistence Delivery 1 QTY 1 LOT TOTAL \$ _____

CLIN 0002: Raw Subsistence Delivery 2 QTY 1 LOT TOTAL \$ _____

CLIN 0003: Raw Subsistence Delivery 3 QTY 1 LOT TOTAL \$ _____

CLIN 0001 - 0003: Raw Subsistence TOTAL \$ _____

This Request for Quote (RFQ) will result in a **FIRM FIXED PRICED CONTRACT**. Vendors should account for the fluctuations in market prices of items in their quote and quote accordingly. The contract will not be revised due to changes in market prices of items after the contract has been agreed upon and signed.

Evaluation Criteria:

Award will be made to the lowest priced offeror that meets the minimum standards for the items specified, and is determined responsible in accordance with FAR Part 9.

Terms and Conditions:

Offerors must be actively registered on the Systems for Award Management database (SAM). Information concerning SAM requirements may be viewed via the Internet at <https://www.sam.gov/portal/public/SAM/> or by calling the SAM Registration Center at 866-606-8220. Only contractors who are registered in the Systems for Award Management (SAM) can be awarded a contract. Offerors must have electronic funds transfer (EFT) capability. Offerors' quotes shall be valid for a minimum of 30 days to be acknowledged in the offerors' quote. Contractors must be actively registered with Wide Area Work Flow (WAWF) at <http://wawf.eb.mil>. Clauses may be accessed electronically in full text through <http://farsite.hill.af.mil>.

FAR 52.204-7, Systems for Award Management.

FAR 52.204-9 Personal Identity Verification of Contractor Personnel

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

FAR 52.211-6, (If Applicable) Brand Name or Equal (for commodities when purchase description is brand name or equal).

FAR 52.212-1, Instructions to Offerors-Commercial.

FAR 52.212-2, Evaluation-Commercial Items Evaluation. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the government, lowest price of all item "all or none".

FAR 52.212-3, Offerors Representation and Certifications Commercial Item or complete electronic annual representations and certifications via the System for Award Management (SAM).

Statutes or Executive Orders-Commercial Item are incorporated by reference, however, for paragraphs (b) and (c) the following clauses apply.

FAR 52.222-21, Prohibition Of Segregated Facilities.

FAR 52.222-26, Equal Opportunity.

FAR 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.

FAR 52.222-36, Affirmative Action for Workers With Disabilities.

FAR 52.222-37, Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era.

FAR 52.222-44, Fair Labor Standards act and Service Contract Act-Price adjustment.

FAR 52.222-54, Employment Eligibility Verification.

FAR 52.223-5 Pollution Prevention and Right to Know Information

FAR 52.228-5, Insurance-Work on a government Installation.

FAR 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management.

FAR 52.232-36, Payment by Third Party.

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors

FAR 52.225-1, Buy American – Supplies.

FAR 52.211-6, Brand Name or Equal (for commodities when purchase description is brand name or equal).

FAR 52.211-17, Delivery of Excess Quantities (for multiple quantities).

FAR 52.219-6, Notice of Total Small Business Set-Aside (if applicable).

FAR 52.219-28, Post Award Small Business Representation (if applicable).

FAR 52.222-50, Combating Trafficking in Persons.

FAR 52.225-13, Restrictions on Certain Foreign Purchases.

FAR 52.233-4 Applicable Law for Breach of Contract Claim

FAR 52.253-1, Computer Generated Forms (when contractor is required to submit data).

FAR 52.252-2 Clauses Incorporated by Reference <http://farsite.hill.af.mil>

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights

DFARS 252.211-7003, Item Identification and Valuation.

DFARS 252.212-7000, Offeror Representations and Certifications - Commercial Items.

DFARS 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

DFARS 252.213-7000 Notice to Prospective Suppliers on the Use of Past Performance Information Retrieval System--Statistical Reporting in Past Performance Evaluations

DFARS 252.225-7000, Buy American Act (BAA) - Balance of Payments Program Certificate (when applicable).

DFARS 252-225.7001, BAA - Balance of Payments Program (when applicable).

DFARS 252.225-7002, Qualifying Country Sources as Subcontractors.

DFARS 252.225-7012, Preference for Certain Domestic Commodities.

DFARS 252.232-7003, Electronic Submission of Payment Requests.

DFARS 252.243-7002, Request for Equitable Adjustment (when applicable).

DFARS 252.246-7000, Material Inspection And Receiving Report DFARS 252.247-7023, Transportation of Supplies by Sea, Alternate III.

DFARS 252.215-7008, Only One Offer.

DFARS 252.209-7993, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law- Fiscal Year 2014 Appropriations.

DFARS 252.232-7006, Wide Area Workflow.

DFARS 252.204-7012, Safeguarding Unclassified Controlled Technical Information.

DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors

DFARS 252.244-7000 Subcontracts for Commercial Items

52.212-4 -- Contract Terms and Conditions -- Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions -- Commercial Items (Jan 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting

standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of Clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2017)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

 (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

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

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.222-19 -- Child Labor—Cooperation with Authorities and Remedies.

As prescribed in 22.1505(b), insert the following clause:

Child Labor—Cooperation With Authorities and Remedies (Oct 2016)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$77,533, or more; or

(4) Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$191,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture of importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized official.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor used forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.252-2 -- Clauses Incorporated by Reference.

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s prescribed in 52.107(b), insert the following clause:

Clauses Incorporated by Reference (Feb 1998)

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

<http://farsite.hill.af.mil>

(End of Clause)

52.252-6 -- Authorized Deviations in Clauses.

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert “(Deviation)” after the date of the clause.

Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

This announcement is the solicitation which will result in a firm fixed-price contract.

Point of Contact: Andrea Smothers

Offerors can submit their quote any time before the due date to: Andrea Smothers at andrea.k.smotherers.mil@mail.mil please verify receipt of your quote.