


<b>SOLICITATION, OFFER AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DTFASA-17-R-00370	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	3. DATE ISSUED 03/21/2017	PAGE OF PAGES 1 OF 57
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**IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/ PURCHASE REQUEST NO. WS-17-00657	6. PROJECT NO.
7. ISSUED BY FEDERAL AVIATION ADMINISTRATION WESTERN SERVICE AREA 1601 LIND AVE SW AAQ-530-ANM ACQUISITION GROUP RENTON WA 98057	CODE AAQ530ANM-AFN	8. ADDRESS OFFER TO cindi.tjelde@faa.gov
9. FOR INFORMATION CALL: 	A. NAME Cynthia Tjelde	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2690

**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"**

10. THE CONTRACT AUTHORITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)


See attached Solicitation No. DTFASA-17-R-00370

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in item 12B.)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12B. CALENDAR DAYS	10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1700</u> (hour) local time <u>04/25/2017</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address. The solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is. <input checked="" type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Contract Authority acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER (MUST BE FULLY COMPLETED BY OFFEROR)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  E-Corp 1598 N Hill Field Rd, Ste. B Layton, UT 84041	15. TELEPHONE NO. (Include area code) <b>801-771-0933</b>
	16. REMITTANCE ADDRESS (Include only if different than item 14)
CODE <b>3F3Q3</b> FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Contract Authority in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

**AMOUNTS** 

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO	000001								
DATE	3/21/17								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  Shaun Froelich, President	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Contract Authority)**

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
26. ADMINISTERED BY CODE <b>AAQ530ANM-AFN</b> FEDERAL AVIATION ADMINISTRATION WESTERN SERVICE AREA 1601 LIND AVE SW AAQ-530-ANM ACQUISITION GROUP RENTON WA 98057	27. PAYMENT WILL BE MADE BY	

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Contract Authority solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)  Shaun Froelich, President	31A. NAME OF CONTRACTING OFFICER (Type or print)  Cynthia A. Tjelde
30B. SIGNATURE	30C. DATE
31B. CONTRACT AUTHORITY BY	
31C. AWARD DATE	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 03/21/2017	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL AVIATION ADMINISTRATION WESTERN SERVICE AREA 1601 LIND AVE SW AAQ-530-ANM ACQUISITION GROUP RENTON WA 98057	CODE AAQ530ANM-AFN	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  E-Corp 1598 N Hill Field Rd, Ste. B Layton, UT 84041		(x) 9A. AMENDMENT OF SOLICITATION NO. DTFASA-17-R-00370	
CODE 3F3Q3	FACILITY CODE	x 9B. DATED (SEE ITEM 11) 03/21/2017	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x) <input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SITE VISIT DATE AND TIME HAVE CHANGED:

NEW DATE AND TIME: FRIDAY, APRIL 14TH AT 10:00 AM (PACIFIC TIME). MUST RSVP BY CLOSE OF BUSINESS TUESDAY, APRIL 11TH. ALL OTHER DETAILS REMAIN THE SAME.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Shaun Froelich, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Cynthia A. Tjelde
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED  4/12/2017
	16B. CONTRACT AUTHORITY  _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

**Section B - Supplies or Services/Prices**

**B001. PRICES/COSTS:** The Contractor is required to furnish all labor, tools, materials, services, equipment, transportation, insurance, bonds, security notifications, submittals, supervision, licenses, permits, state sales taxes and fees in accordance with applicable federal, state, and local regulatory requirements for the demolition, abatement, and renovation of the Administration Building Basement Restroom at the Oakland Air Route Traffic Control Center (ARTCC) in Fremont, CA, in accordance with the specifications, drawings, contract clauses, and applicable wage rates.

<b><u>Contract Line Item</u></b>	<b><u>Description</u></b>	<b><u>Materials</u></b>	<b><u>Labor</u></b>	<b><u>Total</u></b>
001	Restroom Renovation Project	\$ _____	\$ _____	\$ _____

Please provide a breakdown of pricing as follows:

**Breakdown of Pricing**

	<b><u>Description</u></b>	<b><u>Materials</u></b>	<b><u>Labor</u></b>	<b><u>Total</u></b>
001	General Condition	\$ _____	\$ _____	\$ _____
002	Abatement	\$ _____	\$ _____	\$ _____
003	Site Work and Demolition	\$ _____	\$ _____	\$ _____
004	Concrete	\$ _____	\$ _____	\$ _____
005	Masonry	\$ _____	\$ _____	\$ _____
006	Thermal Protection	\$ _____	\$ _____	\$ _____
007	Doors, Frames, and Door Hardware	\$ _____	\$ _____	\$ _____
008	Finishes	\$ _____	\$ _____	\$ _____

009	Restroom Accessories	\$ _____	\$ _____	\$ _____
010	Janitorial Closet Accessories	\$ _____	\$ _____	\$ _____
011	Plumbing	\$ _____	\$ _____	\$ _____
012	HVAC	\$ _____	\$ _____	\$ _____
013	Electrical	\$ _____	\$ _____	\$ _____
014	Utilities	\$ _____	\$ _____	\$ _____
015	Temporary Janitorial Closet and Functionality	\$ _____	\$ _____	\$ _____
016	Structural Steel Planks	\$ _____	\$ _____	\$ _____
017	Structural Analysis of Steel Planks	\$ _____	\$ _____	\$ _____
<b><u>TOTALS</u></b>		<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

The offered price must encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

**In the event of any disparity between the CLIN price and the breakdown in pricing, the CLIN price will be deemed correct. The breakdown in pricing is for information only and will be utilized to assist in evaluating offers against the Independent Government Cost Estimate (IGCE).**

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

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## Section K - Representations, Certifications, and Other Statements of Bidders

### *Clauses*

#### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

#### **3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JUL 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

#### **3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as  a corporation incorporated under the laws of the State of Utah,  an individual,  a partnership,  a nonprofit organization,  a joint venture or  other [specify what type of organization].

(b) If you are a foreign entity, you operate as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ . (country)

(End of provision)

### 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer: Name: David Willis Title: General Manager Phone number: 801-771-0933

(End of provision)

### 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: [77-0588771]

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other--State basis. [\_\_\_\_\_].

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity

- Not a corporate entity
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

A common parent does not own or control the offeror as defined in paragraph (a).

Name and TIN of common parent:

Name [\_\_\_\_\_]

TIN [\_\_\_\_\_]

(End of provision)

**3.2.2.3-81 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (OCT 2015)**

(a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "Contracting with Inverted Domestic Corporations."

(b) The FAA is 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 applicable AMS guidance)

(c) Representation. By submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

**3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JUL 2012)**

**3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2016)**

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

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror shall provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://www.vip.vetbiz.gov>.

(ii) The Offeror and/or any of its Principals-



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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(2) Examples-

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

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

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

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

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

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity

(e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

(End of provision)

### **3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

#### **3.3.1-35 CERTIFICATION OF REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (AUG 2012)**

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: Eddie Lee

Title: CEO/CFO

Phone Number: 801-771-0933, ext. 102

(End of provision)

### **3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MAR 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

**3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)**

The offeror represents that--(a) It () has, ( ) has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It () has, ( ) has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.6.3-4 RECYCLED CONTENT PRODUCTS CERTIFICATION (OCT 2016)**

### **3.6.4-19 PROHIBITION CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (APR 2013)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) 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 individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any other entity owned or controlled by, or person controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any other entity owned or controlled by, or person controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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 USC 1701 et. seq. (see the Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List on their website).

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance. (End of provision)

### **3.13-4 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (AUG 2012)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: 132516969

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)