

Federal Acquisition Circular 2023-01 effective 30 December 2022, DFARS 31 January 2023 effective 31 January 2023, and AFFARS 20 December 2022 effective 20 December 2022.

Provisions By Reference:

FAR 52.252-1, Solicitation Provisions Incorporated by Reference:

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov> (End of Provision)

52.203-18: Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

52.204-7: System for Award Management

52.204-16: Commercial and Government Entity Code Reporting

52.204-20: Predecessor of Offeror

52.204-24: Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

52.204-26: Covered Telecommunications Equipment or Services-Representation

52.209-2: Prohibition on Contracting with Inverted Domestic Corporations-Representation

52.209-11: Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

52.211-6: Brand Name or Equal

52.212-1: Instructions to Offerors-Commercial Items.

52.212-3: Offeror Representations and Certifications-Commercial Items (Alternate I)

52.219-1: Small Business Program Representations (Alternate I)

52.222-22: Previous Contracts and Compliance Reports

52.222-25: Affirmative Action Compliance

52.223-22: Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation

252.225-7055: Representation Regarding Business Operations with the Maduro Regime

52.225-25: Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications

252.203-7005: Representation Relating to Compensation of Former DoD Officials

252.204-7016: Covered Defense Telecommunications Equipment or Services—Representation

252.204-7017: Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation

252.215-7013: Supplies and Services Provided by Nontraditional Defense Contractors

FA466123Q0046 Attachment 1: FAR Provisions and Clauses

Provisions By Full Text:

52.212-2: Evaluation-Commercial Items

As prescribed in [12.301](#)(c), the Contracting Officer may insert a provision substantially as follows:

EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) 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, price and other factors considered. The following factors shall be used to evaluate offers:

LPTA, Lowest Price Technically Acceptable, IAW FAR 15.101-2

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government 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.

(End of provision)

52.233-2 Service of Protest

As prescribed in [33.106](#) , insert the following provision:

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *Sonya L. Salisbury*..

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

(End of provision)

Clauses By Reference:

FAR 52.252-2, Clauses Incorporated by Reference:

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://www.acquisition.gov> (End of Clause)

FA466123Q0046 Attachment 1: FAR Provisions and Clauses

52.202-1: Definitions

52.204-13: System for Award Management Maintenance

52.204-18: Commercial and Government Entity Code Maintenance

52.204-19: Incorporation by Reference of Representations and Certifications

52.211-17: Delivery of Excess Quantities

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

52.223-5: Pollution Prevention and Right-to-Know Information

52.232-39: Unenforceability of Unauthorized Obligations

52.232-40: Providing Accelerated Payments to Small Business Subcontractors

52.247-21: Contractor Liability for Personal Injury and/or Property Damage.

52.247-34: F.o.b. Destination.

252.203-7000: Requirements Relating to Compensation of Former DoD Officials

252.203-7002: Requirement to Inform Employees of Whistleblower Rights

252.204-7003: Control of Government Personnel Work Product

252.204-7015: Notice of Authorized Disclosure of Information for Litigation Support

252.204-7018: Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

252.204-7022: Expediting Contract Closeout

252.223-7008: Prohibition of Hexavalent Chromium

252.225-7001: Buy American and Balance of Payments Program:

252.225-7002: Qualifying Country Sources as Subcontractors

252.225-7048: Export-Controlled Items

252.225-7056: Prohibition Regarding Business Operations with the Maduro Regime

252.232-7003: Electronic Submission of Payment Requests and Receiving Reports

252.232-7010: Levies on Contract Payments

252.232-7017: Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration

252.243-7001: Pricing of Contract Modifications

252.244-7000: Subcontracts for Commercial Items

252.246-7008: Sources of Electronic Parts

252.247-7023: Transportation of Supplies by Sea

5352.223-9000: Elimination of Use of Class I Ozone Depleting Substances (ODS)

Clauses by Full Text:

52.204-1: Approval of Contract

FA466123Q0046 Attachment 1: FAR Provisions and Clauses

As prescribed in [4.103](#) , insert the following clause:

APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of *[identify title of designated agency official here]* and shall not be binding until so approved.

(End of clause)

52.212-5: Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

252.232-7006: Wide Area WorkFlow Payment Instructions:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#) , Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing*. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#) , Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access*. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

FA466123Q0046 Attachment 1: FAR Provisions and Clauses

(1) *Document type*. The Contractor shall submit payment requests using the following document type(s):

- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

COMBO

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF

Pay Official DoDAAC	F87700
Issue By DoDAAC	FA4661
Admin DoDAAC**	FA4661
Inspect By DoDAAC	F1R220
Ship To Code	F1R220

FA466123Q0046 Attachment 1: FAR Provisions and Clauses

Ship From Code -----

Mark For Code -----

Service Approver (DoDAAC) -----

Service Acceptor (DoDAAC) -----

Accept at Other DoDAAC -----

LPO DoDAAC -----

DCAA Auditor DoDAAC -----

Other DoDAAC(s) -----

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TSgt Michael J. Thomas, michael.thomas.62@us.af.mil, 325-696-6710

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

(End of clause)

5352.201-9101: Ombudsman:

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or

FA466123Q0046 Attachment 1: FAR Provisions and Clauses

postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, for AFGSC (Air Force Global Strike Command) acquisitions please contact the Director of Contracts, Air Force Installation Contracting Center, Operating Location – Global Strike (AFICC/KG OL-GSC) via the following e-mail workflow address: ig.afica_kg.workflow@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)