



**DEPARTMENT OF THE AIR FORCE**

20th FIGHTER WING (ACC)  
SHAW AIR FORCE BASE SOUTH CAROLINA

**Request for Quotation, FA480320QB102**  
**20 CONS / PKA**  
**321 Cullen Street Attn: Kevin Harrington**  
**Shaw AFB, SC 29152-2610**  
**Phone: (803) 895-9893**  
**E-Mail Address: [kevin.harrington.3@us.af.mil](mailto:kevin.harrington.3@us.af.mil)**  
**4 Aug 2023**

This is a Request for Quotation for commercial items/services prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation document will not be issued. The solicitation will be evaluated and awarded per the prescribed procedures of FAR Part 13.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-04; DEFENSE FAR SUPPLEMENT (DFARS) Publication Notice (DPN) 20230609, and Air Force Acquisition Circular (AFAC) 20230526.

This solicitation has been set aside for 100% Small Business under the NAICS Code of 561621, with a small business size standard of \$25,000.000.00.

**Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.**

| <b>Key Information</b> |                     |
|------------------------|---------------------|
| Solicitation Number    | FA480323QB102       |
| Questions Cutoff Date  | 28 Aug 2023         |
| Quote Due Date         | 4 Sep 2023          |
| Set-Aside              | 100% Small Business |

The 20th Contracting Squadron of Shaw AFB, SC invites you to submit a quotation on the following items/services.

| CLIN | Description   | Quantity | Unit of Issue | Unit Price | Extended Price |
|------|---|----------|---------------|------------|----------------|
| 0001 | Contractor shall provide services and install items in accordance with Attachments:<br><br>Technical Specifications, and Statement of Work. | 1        | EA            | \$         | \$             |

Delivery Information

| CLIN | Delivery Date |
|------|---------------|
| 0001 | 60 Days ADC   |

Provisions 52.212-1, Instructions to Offerors – Commercial and 52.212-2, Evaluation -- Commercial Items, apply to this acquisition along with any listed addenda to these provisions.

Clause 52.212-4, Contract Terms and Conditions -- Commercial Items applies to this acquisition along with any listed addenda to the clause.

Clause 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items applies to this acquisition along with any additional clauses cited within this clause.

**52.212-1 Instructions to Offerors-Commercial Items (March 2023) – Addendum**

Quotes shall include the following:

1. Pricing for CLIN 0001 including price breakdown.
2. Product specifications in sufficient detail to ensure compliance with statement of work
3. Any discount terms offered
4. Contractor’s name, address, CAGE code, & GSA Schedule (if applicable)
5. Contractor point of contact with email and phone number
6. Completed Reqs & Certs
7. Signed copy of Amendments (If Applicable)

Please ensure quotes are valid for 30 September 2023.

Quotes Submissions: Quotes are due no later than, **4 September 2023, at 10:00am (EST)**.

Offerors are responsible for verifying receipt of their proposals to this office before offer due date and time.

\*Technical approach: Offerors shall submit their technical approach explaining methods, equipment, personnel, procedures, and time-lines required to complete the required services. Do not simply restate or rephrase the statement of work. Technical approach is limited to three pages. To ensure anonymity during the evaluation process, technical proposal shall be free of water marks and/or company letterheads.

Quotes will be emailed to: [jackson.woods@us.af.mil](mailto:jackson.woods@us.af.mil) and [kevin.harrington.3@us.af.mil](mailto:kevin.harrington.3@us.af.mil)

Any formal communication, once the formal solicitation has been issued, shall be submitted in writing (via email) to the POCs below. It is the offerors' responsibility to confirm receipt of all formal communications. All questions shall be submitted to prior to close of business day 24 Aug 23. Questions received after the aforementioned date may be answered on a case-by-case basis.

Contracting Officer: TSgt Jackson Woods, [jackson.woods@us.af.mil](mailto:jackson.woods@us.af.mil)

Contract Specialist: Mr. Kevin Harrington, [kevin.harrington.3@us.af.mil](mailto:kevin.harrington.3@us.af.mil)

Upon award and satisfactory performance, payment will be through Wide Area Workflow.

(End of provision)

### **52.212-2 Evaluation-Commercial Items (November 2021) – Addendum**

(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. Best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. The following factors shall be used to evaluate offers:

- 1. Price**
- 2. Technical Acceptability**

\* Award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for technical and past performance, price being the most important factor. The evaluations will begin with the lowest priced offer. That offeror's technical and past performance will be reviewed. If the low offeror receives a technical rating and past performance rating of "Acceptable" the evaluations will be concluded, and award will be made to that offeror. If the low offer is determined to be "Un-Acceptable" the next lowest offer will be evaluated and so-on until an offer is determined to be acceptable.

The government intends to award this contract without “interactions” with offerors. However, the contracting officer may, at his discretion, initiate interactions with some, none, or all of the offerors.

#### A. TECHNICAL PROPOSAL

The technical proposal will be evaluated on a pass/fail basis, assigning a rating of either “acceptable” or “unacceptable”. The offeror shall clearly demonstrate an understanding of all tasks specified in the SOW and describe the approach to perform the requirement of the technical factor.

Factor 1: Technical Capability:

1) The Offeror shall provide a technical approach to perform tasks required to provide all labor, material, equipment, fuel, etc and possess the capability to perform the required services in accordance with the Statement of Work (SOW) attachment 1.

Technical Acceptability is achieved when offeror provides proof that the offeror will meet the minimum standards of the requested service identified in CLIN 0001 above.

(End of provision)

#### **52.252-1 Solicitation Provisions Incorporated by Reference (February 1998)**

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/these address(es):

<https://www.acquisition.gov/>

(End of provision)

#### **52.252-2 Clauses Incorporated by Reference (February 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):

<https://www.acquisition.gov/>

(End of clause)

**Solicitation Provisions and Clauses Incorporated by Reference**

|              |  |
|--------------|--|
| 52.204-7     | System for Award Management  |
| 52.204-13    | System for Award Management Maintenance                                    |
| 52.204-16    | Commercial and Government Entity Code Reporting                            |
| 52.204-18    | Commercial and Government Entity Code Maintenance                          |
| 52.204-19    | Incorporation by Reference of Representations and Certifications           |
| 52.204-22    | Alternative Line Item Proposal   |
| 52.204-26    | Covered Telecommunications Equipment or Services Representation            |
| 52.211-6     | Brand Name or Equal  |
| 52.211-7     | Alternatives to Government-Unique Standards                                |
| 52.212-3     | Offeror Representations and Certifications -- Commercial Items             |
| 52.212-4     | Contract Terms and Conditions – Commercial Items                           |
| 52.219-1     | Alternate I, Small Business Program Representations                        |
| 52.222-22    | Previous Contracts and Compliance Reports                                  |
| 52.222-25    | Affirmative Action Compliance  |
| 52.223-5     | Pollution Prevention and Right-to-Know Information                         |
| 52.225-18    | Place of Manufacture   |
| 52.225-25    | Prohibition on Contracting With Entities Engaging in Certain Activities or |
| 52.232-1     | Payments   |
| 52.232-8     | Discounts for Prompt Payment   |
| 52.232-11    | Extras   |
| 52.232-18    | Availability of Funds  |
| 52.232-39    | Unenforceability of Unauthorized Obligations                               |
| 52.232-40    | Providing Accelerated Payments to Small Business Subcontractors            |
| 52.233-1     | Disputes   |
| 52.233-3     | Protest After Award  |
| 52.233-4     | Applicable Law for Breach of Contract Claim                                |
| 52.237-1     | Site Visit   |
| 52.237-2     | Protection of Government Buildings, Equipment, and Vegetation              |
| 52.253-1     | Computer Generated Forms   |
| 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                               |
| 252.204-7004 | Alternate A, System for Award Management                                   |
| 252.232-7003 | Electronic Submission of Payment Requests Wide Area Workflow Instructions  |
| 252.232-7010 | Levies on Contract Payments  |
| 252.243-7001 | Pricing of Contract Modifications  |

## Provisions and Clauses Incorporated by Full Text

### Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(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 [52.204-25](#), 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)

**52.204-26 Covered Telecommunications Equipment or Services-Representation (October 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), 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) (1) *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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (June 2023)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#))).

\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_ (5) [Reserved].

\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

x (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_ (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).

\_\_ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).

\_\_ (11) [Reserved].

\_\_ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).

\_\_\_ (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_ (14) [Reserved]

\_x\_ (15) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).

\_\_\_ (16) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).

\_\_\_ (17) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (18) (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).

\_\_\_ (v) Alternate IV (Sep 2021) of [52.219-9](#).

\_\_\_ (19) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).

\_\_\_ (20) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](#)).

\_\_\_ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( [15 U.S.C. 657f](#)).

\_x\_ (23) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).

\_\_\_ (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).

\_\_\_ (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).

\_\_\_ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_\_ (27) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

\_x\_ (28) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

\_x\_ (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

\_x\_ (30) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

\_x\_ (31) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).

\_x\_ (32) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

\_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).

\_x\_ (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).

\_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).

\_x\_ (34) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

\_x\_ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_x\_ (36) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (37) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_\_ (38) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_ (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).

\_\_ (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

x (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_ (46) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_ (48) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

\_\_ (49) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](#)).

\_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).

\_\_ (50) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- \_\_ (ii) Alternate I [Reserved].
- \_\_ (iii) Alternate II (Dec 2022) of [52.225-3](#).
- \_\_ (iv) Alternate III (Jan 2021) of [52.225-3](#).
- \_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- \_\_ (51) [52.225-5](#), Trade Agreements (Dec 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
- \_\_ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
- \_\_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- \_\_ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_x\_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).
- \_\_ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).
- \_\_ (61) [52.232-36](#), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](#)).
- \_\_ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).
- \_\_ (63) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

\_x\_ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter67](#)).

\_x\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

#### Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor ( 29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

| <b>Employee Class</b> | <b>Monetary Wage-Fringe Benefits</b> |
|-----------------------|--------------------------------------|
| _____                 | _____                                |
| _____                 | _____                                |
| _____                 | _____                                |

**Employee Class**

**Monetary Wage-Fringe Benefits**

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(End of clause)

\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (5) [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](#)).

\_\_ (6) [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](#)).

(7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, 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.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. 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 (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(viii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xii) [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](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiv)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([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](#) and E.O. 13627).

(xv) [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](#)).

(xvi) [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](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xx)

(A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### **AFFARS 5352.201-9101 -- Ombudsman Clause (Jun 2023)**

#### OMBUDSMAN (JUN 2023)

(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 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, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/FLDCOM/DRU/DAFRCO ombudsman/ombudsmen]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of 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)

### **5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Jun 2023)**

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in [AFI 32-7086](#)) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

(End of clause)

**5352.223-9001 Health and Safety on Government Installations (Jun 2023)**

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 2023)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

**5352.242-9000 Contractor Access to Air Force Installations (Jun 2023)**

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2023)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or

vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [ insert any additional requirements to comply with local security procedures ] to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [insert any additional requirements to comply with AFI 31-101, *Integrated Defense*, and DODMAN5200.02 AFMAN 16-1405, *Air Force Personnel Security Program*] citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

#### Attachments

1. Statement of Work
2. Wage Determination 2015-4439 Revision 19

JACKSON WOODS, TSgt  
Contracting Officer