



**DEPARTMENT OF THE AIR FORCE
436TH AIR LIFT WING (AMC)**

6 January 2023

MEMORANDUM FOR PROSPECTIVE VENDORS

SUBJECT: Combined Solicitation for Command Post Video Surveillance Systems
Maintenance

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subparts 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation. The solicitation number is **FA449723Q0003**. This solicitation is being issued as a Request For Quote (RFQ). The Offeror must quote on an all or none basis. Since award will be based on initial responses, offerors are highly encouraged to quote their most advantageous pricing in their initial response to include all supporting documentation (i.e. Spec Sheets/data documents). The solicitation document, incorporated provisions, and clauses are those in effect through the Federal Acquisition Circular (FAC) **2022-07** and the Defense FAR Supplement Publication Notice **20221028**. **This is 100% set aside for small business competition.** The North American Industry Classification System Code (NAICS) is **561621**, size standard **\$22.0M**. **Offers will be evaluated for Price.**

Site Visit: There will be one (1) site visit scheduled on **Friday, 20 January 2023 at 1:00 PM, EST**. The meeting place will be 550 Atlantic Ave, Dover AFB 19901, Rm N124.

Base Access: Dover AFB is not an open base and you must have a valid ID for both yourself and your vehicle to access the base. Anyone who does not have the necessary identification to enter the base must make arrangements with the contracting office to be signed onto the base.

Please submit your name, organization, state and number of their valid driver's license, and date of birth to SrA Kelton Sands at kelton.sands@us.af.mil and Mrs. Lauren Reed-Smart at lauren.reed-smart@us.af.mil **no later than Friday, 13 January 2023**. Attendees requiring escorted base access will meet at the Dover AFB Pass and Registration office located at the Visitor's Center at 331 Main Gate Way 45 minutes prior to the scheduled meeting. A member of the contracting office will be present to escort attendee's to the site visit location.

INSTRUCTIONS TO OFFERORS:

A. To assure timely and equitable evaluation of this quote, the offeror must follow the instructions contained herein. The quote must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The quote shall be emailed to kelton.sands@us.af.mil and lauren.reed-smart@us.af.mil by the due date. The response shall consist of two parts:

Part I - Price

Complete and signed RFQ from page 3 (or contractor equivalent*)

Part II – Capability Statement

Provide a company capability statement.

*The offeror is not required to use the provided RFQ; however, if you chose not to use it, all of the information on the RFQ must be included in your offer.

B. The contracting officer has determined there is a high probability of adequate price competition for this acquisition. Upon examination of the initial offers, the contracting officer will evaluate responses and if adequate price competition exists, no additional cost information will be requested.

C. The contractor shall include the provisions at 52.212-3, Representation and Certifications-Commercial Items and shall be registered in System for Award Management (SAM)

Registration: <https://www.sam.gov/portal/public/SAM/>

EVALUATION OF OFFERS:

The Government expects to award a Firm Fixed Price Contract resulting from this request for quote to the responsible offerors whose offers conforming to this request for quote will be most advantageous to the Government. This acquisition shall be executed using the **Lowest Price Technically Acceptable (LPTA)** source selection evaluation process considering Price (Part I) and Salient Characteristics (Part II) factors.

PRICE: The Government will evaluate offers based on prices proposed for all price list items and any other price related factors required by the solicitation.

CAPABILITY STATEMENT: The government will evaluate what supplies and services can be provided and if they conform with the solicitation.

The following ratings will be used in rating salient characteristics:

Acceptable:	Proposal meets the minimum requirements of the solicitation.
Unacceptable:	Proposal does not meet the minimum requirements of the solicitation.

QUESTIONS: Questions regarding this RFQ shall be submitted via email no later than **Tuesday, 24 January 2023 at 1:00 P.M. (EST)**. Any questions submitted after this date and time will not be entertained. Responses will be posted shortly after.

By signing, the offeror certifies that each price stated on each CLIN includes an appropriate apportionment of all costs, direct and indirect, all state and local taxes, overhead, and profit.

OFFERS SHALL BE DUE BY Tuesday, 31 January 2023 AT 1:00 P.M. (EST).

NOTE: Quotes must be valid for 30 days after 31 January 2023.

Site Visit Visitor Info Due:	13 January 2023
Site Visit:	20 January 2023
Questions Due:	24 January 2023
Quotes Due:	31 January 2023
Quotes Valid Through:	2 March 2023

LAUREN REED-SMART, GS-12, DAF
Contracting Officer

ATTACHMENTS:

1. Performance Work Statement

REQUEST FOR QUOTE

Offeror's Information

Offeror's Name & Address:		POC:	
CAGE:		Phone:	
UEI:		Fax:	
Tax ID:		E-mail:	

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Video Surveillance Systems Preventative Maintenance IAW the PWS. Period of Performance: 1 March 2023 - 30 September 2023	7	Mo	\$	\$
0002	INFO: Maintenance services other than scheduled IAW the PWS. Period of Performance: 1 March 2023 - 30 September 2023	1	Lot	NTE \$3,000.00	NTE \$3,000.00
1001	Video Surveillance Systems Preventative Maintenance IAW the PWS. PoP: 1 October 2023 - 30 September 2024	12	Mo	\$	\$
1002	INFO: Maintenance services other than scheduled IAW the PWS. PoP: 1 October 2023 - 30 September 2024	1	Lot	NTE \$3,000.00	NTE \$3,000.00
2001	Video Surveillance Systems Preventative Maintenance IAW the PWS. PoP: 1 October 2024 - 30 September 2025	12	Mo	\$	\$
2002	INFO: Maintenance services other than scheduled IAW the PWS. PoP: 1 October 2024 - 30 September 2025	1	Lot	NTE \$3,000.00	NTE \$3,000.00
3001	Video Surveillance Systems Preventative Maintenance IAW the PWS. PoP: 1 October 2025 - 30 September 2026	12	Mo	\$	\$
3002	INFO: Maintenance services other than scheduled IAW the PWS. PoP: 1 October 2025 - 30 September 2026	1	Lot	NTE \$3,000.00	NTE \$3,000.00

4001	Video Surveillance Systems Preventative Maintenance IAW the PWS. PoP: 1 October 2026 - 30 September 2027	12	Mo	\$	\$
4002	INFO: Maintenance services other than scheduled IAW the PWS. PoP: 1 October 2026 - 30 September 2027	1	Lot	NTE \$3,000.00	NTE \$3,000.00
5001	Video Surveillance Systems Preventative Maintenance IAW the PWS. PoP: 1 October 2027 – 31 March 2028	6	Mo	\$	\$
5002	INFO: Maintenance services other than scheduled IAW the PWS. PoP: 1 October 2027 – 31 March 2028	1	Lot	NTE \$3,000.00	NTE \$3,000.00

Place of Performance:

436 APS

505 Atlantic St

Dover AFB, DE 19902

Payment Terms & Delivery:

The Government shall consider your “DISCOUNT TERMS” to be **NET 30** unless following block is marked and filled completely: ☐

The Government shall consider this offer to be **FOB Destination** unless following block is marked and filled-in completely:

☐ FOB Other: _____

Additional Information (for Offeror Use):

Name and Title

Date

Contract Clauses**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2021
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.245-1	Government Property	Sep 2021

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Sep 2013
252.204-7006	Billing Instructions.	Oct 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Oct 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Dec 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	May 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Mar 2022
252.204-7021	Cybersecurity Maturity Model Certification Requirements	Nov 2020
252.223-7008	Prohibition of Hexavalent Chromium.	Jun 2013
252.225-7001	Buy American and Balance of Payments Program.	Jun 2022
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	May 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018
252.232-7010	Levies on Contract Payments.	Dec 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration	Apr 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	Jun 2013
252.239-7010	Cloud Computing Services	Sep 2022
252.244-7000	Subcontracts for Commercial Items	Jan 2021
252.245-7002	Reporting Loss of Government Property	Jan 2021
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.246-7003	Notification of Potential Safety Issues	Jun 2013
252.246-7008	Sources of Electronic Parts	May 2018

FAR Clauses Incorporated by Full Text**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services. May 2022**

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

- (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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 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:
- (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. 2402).
- (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).
- (8) ☒ 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).
- (9) ☐ 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (10) ☐ [Reserved].
- (11) ☐ 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- (12) ☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (13) ☐ [Reserved]
- (14)(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.
- (15)(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.
- (16) ☒ 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) ☐ 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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.
- (18)(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.
- (19) ☐ 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).
- (20) ☐ 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) ☐ 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- (22)(i) ☒ 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- (ii) ☐ Alternate I (MAR 2020) of 52.219-28.
- (23) ☐ 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- (24) ☐ 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 (SEP 2021) (15 U.S.C. 637(m)).
- (25) ☐ 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) ☐ 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).
- (27) ☒ 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- (28) ☒ 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- (29) ☒ 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) ☒ 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- (ii) ☐ Alternate I (FEB 1999) of 52.222-26.
- (31)(i) ☒ 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) ☐ Alternate I (JUL 2014) of 52.222-35.
- (32)(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.
- (33) ☐ 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (34) ☒ 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(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).

- (36) ☐ 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.)
- (37)(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.)
- (38) ☐ 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) ☐ 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40)(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.
- (41)(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.
- (42) ☐ 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- (43)(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.
- (44) ☒ 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) ☐ 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) ☐ 52.223-21, Foams (Jun2016) (E.O. 13693).
- (47)(i) ☐ 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- (ii) ☐ Alternate I (JAN 2017) of 52.224-3.
- (48) ☒ 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).
- (49)(i) ☒ 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (JAN 2021) of 52.225-3.
- (iii) ☐ Alternate II (JAN 2021) of 52.225-3.
- (iv) ☐ Alternate III (JAN 2021) of 52.225-3.
- (50) ☐ 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) ☐ 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).
- (52) ☐ 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. 2302 Note).

- (53) ☐ 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) ☐ 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- (55) ☐ 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- (56) ☐ 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. 2307 (f)).
- (57) ☐ 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) ☒ 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
- (59) ☐ 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) ☐ 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (61) ☐ 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (62) ☐ 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- (63)(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.]

- (1) ☒ 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (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).
- (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) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) (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).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 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. 2302 Note).
- (xxi) 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.
- (xxii) 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)

52.217-8 Option to Extend Services

As prescribed in 17.208(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. Mar 2000

As prescribed in 17.208(g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 months(months) (years).

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 AMC Ombudsman Oct 2019

- (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, Mrs. Susan Madison, AFICC OL AMC, 510 POW/MIA, Scott AFB, IL 62225-5022, 618-229-0267, fax 618- 256-5724, email: susan.madison@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)

5352.242-9000 Contractor Access to Air Force Installations Oct 2019

As prescribed in 5342.490-1 Contract clause, insert a clause substantially the same as the following clause in solicitations and contracts:

CONTRACTOR ACCESS TO AIR FORCE INSTLLATIONS (OCT 2019)

- (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 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 AFI 31-101, Integrated Defense.
- (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)

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. Dec 2018

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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:

(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.

(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 item financing, submit a commercial item financing request.

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

(f) *[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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>F87700</u>
Issue By DoDAAC	<u>FA4497</u>
Admin DoDAAC	<u>FA4497</u>
Inspect By DoDAAC	<u>N/A</u>
Ship To Code	<u>N/A</u>
Ship From Code	<u>N/A</u>
Mark For Code	<u>N/A</u>
Service Approver (DoDAAC)	<u>F1Q0FM</u>
Service Acceptor (DoDAAC)	<u>F1Q0FM</u>
Accept at Other DoDAAC	<u>N/A</u>
LPO DoDAAC	<u>N/A</u>
DCAA Auditor DoDAAC	<u>N/A</u>
Other DoDAAC(s)	<u>N/A</u>

(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.

grayson.hall.1@us.af.mil

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

(End of clause)

252.245-7004 Reporting, Reutilization, and Disposal Dec 2017

As prescribed in 245.107(5), use the following clause:

REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

(a) *Definitions*

- (1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.
- (2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes-
 - (i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
 - (ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (3) "Ineligible transferees" means individuals, entities, or countries-
 - (i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;
 - (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
 - (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
 - (iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.
- (4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."
- (5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

- (b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/WBT/PCARSS/>.

- (1) The SF 1428 shall contain the following:

- (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
- (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
- (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.
- (iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

- (2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory

- (c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer

- (d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and

conditions of the contract and consistent with Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

- (e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.
- (f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.
- (g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (h) Disposal of scrap.
 - (1) Contractor with scrap procedures.
 - (i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of nonscrap property.
 - (ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.
 - (2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.
- (i) Sale of surplus Contractor Inventory
 - (1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.
 - (2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

- (j) Restrictions on purchase or retention of Contractor inventory
 - (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-
 - (i) Is a civilian employee of the DoD or the U.S. Coast Guard;
 - (ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or
 - (iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.
 - (2) The Contractor may conduct Internet-based sales, to include use of a third party.
 - (3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.
 - (4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.
 - (5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.
 - (6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.
 - (7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.
 - (8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.
 - (9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:
 - (i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

- (ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.
 - (A) Item(s) require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
 - (B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
 - (C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.
- (iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser-
 - (A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;
 - (B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or
 - (C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)