

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

**NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.**

1. REQUISITION NUMBER			PAGE 1 OF		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER ( <i>No collect calls</i> )
			8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY CODE			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) <input type="checkbox"/> SDVOSB		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> FOR PROPOSAL (RFP)
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT ( <i>For Government Use Only</i> )	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					
29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )		
30b. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )		31c. DATE SIGNED

## **Solicitation/Contract Form**

PKAA Kitchen Hoods and Fire Suppression Inspection, Repair and Maintenance (Service)

Proposal Identifier: FA461323R0007

Date: 17 Apr 2023

## Supplies or Services & Prices or Costs

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Base Facilities. Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).</p> <p>Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	12	Months		
0002	<p>Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Missile Alert Facilities (MAFs). Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).</p> <p>Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	30	Each		
0003	<p>Special Rqmts - Materials - Not To Exceed. Amount used for evaluation purposes only. Unused amount shall be deobligated at the end of each service year.</p> <p>Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0004	<p>Special Rqmts - FFP Repair Labor - Hourly Rate and FFP MAF Trip fee, for out of schedule repairs as approved by the Contracting Officer. Base locations do not have a trip fee but follows FFP Out of Schedule Repair Hourly Rate. This CLIN has a Not To Exceed Amount and shall be deobligated if funds are not utilized during the service year.</p> <p>Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0005	<p>Special Rqmts - FFP Emergency Labor Hourly Rate for emergency response on-site within 72 HOURS of request. Emergency Labor Rate differs from Repair Labor Rate for out of schedule repairs. This Emergency Labor Rate is a NTE/Firm Fixed Price. Any unused portion of this CLIN shall be deobligated at the end of the service year.</p> <p>Product Service Code: H342</p>	1	Job		

	Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1001	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Base Facilities. Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Missile Alert Facilities (MAFs). Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 1003	Special Rqmts - Materials - Not To Exceed. Amount used for evaluation purposes only. Unused amount shall be deobligated at the end of each service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1004	Special Rqmts - FFP Repair Labor Hourly Rate and FFP MAF Trip fee, for out of schedule repairs as approved by the Contracting Officer. Base locations do not have a trip fee but follows FFP Out of Schedule Repair Hourly Rate. This CLIN has a Not To Exceed Amount and shall be deobligated if funds are not utilized during the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1005	Special Rqmts - FFP Emergency Labor Hourly Rate for emergency response on-site within 72 HOURS of request. Emergency Labor Rate differs from Repair Labor Rate for out of schedule repairs. This Emergency Labor Rate is a NTE/Firm Fixed Price. Any unused portion of this CLIN shall be deobligated at the end of the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000	1	Job		

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2001	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Base Facilities. Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Missile Alert Facilities (MAFs). Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 2003	Special Rqmts - Materials - Not To Exceed. Amount used for evaluation purposes only. Unused amount shall be deobligated at the end of each service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2004	Special Rqmts - FFP Repair Labor Hourly Rate and FFP MAF Trip fee, for out of schedule repairs as approved by the Contracting Officer. Base locations do not have a trip fee but follows FFP Out of Schedule Repair Hourly Rate. This CLIN has a Not To Exceed Amount and shall be deobligated if funds are not utilized during the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2005	Special Rqmts - FFP Emergency Labor Hourly Rate for emergency response on-site within 72 HOURS of request. Emergency Labor Rate differs from Repair Labor Rate for out of schedule repairs. This Emergency Labor Rate is a NTE/Firm Fixed Price. Any unused portion of this CLIN shall be deobligated at the end of the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression				

Option Line Item 3001	Maintenance for Base Facilities. Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Missile Alert Facilities (MAFs). Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 3003	Special Rqmts - Materials - Not To Exceed. Amount used for evaluation purposes only. Unused amount shall be deobligated at the end of each service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3004	Special Rqmts - FFP Repair Labor Hourly Rate and FFP MAF Trip fee, for out of schedule repairs as approved by the Contracting Officer. Base locations do not have a trip fee but follows FFP Out of Schedule Repair Hourly Rate. This CLIN has a Not To Exceed Amount and shall be deobligated if funds are not utilized during the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3005	Special Rqmts - FFP Emergency Labor Hourly Rate for emergency response on-site within 72 HOURS of request. Emergency Labor Rate differs from Repair Labor Rate for out of schedule repairs. This Emergency Labor Rate is a NTE/Firm Fixed Price. Any unused portion of this CLIN shall be deobligated at the end of the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4001	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Base Facilities. Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342	12	Months		

	Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 4002	Full Service FFP Semi-Annual Kitchen Hoods and Fire Suppression Maintenance for Missile Alert Facilities (MAFs). Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation in accordance with the attached performance work statement (PWS).  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 4003	Special Rqmts - Materials - Not To Exceed. Amount used for evaluation purposes only. Unused amount shall be deobligated at the end of each service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4004	Special Rqmts - FFP Repair Labor Hourly Rate and FFP MAF Trip fee, for out of schedule repairs as approved by the Contracting Officer. Base locations do not have a trip fee but follows FFP Out of Schedule Repair Hourly Rate. This CLIN has a Not To Exceed Amount and shall be deobligated if funds are not utilized during the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4005	Special Rqmts - FFP Emergency Labor Hourly Rate for emergency response on-site within 72 HOURS of request. Emergency Labor Rate differs from Repair Labor Rate for out of schedule repairs. This Emergency Labor Rate is a NTE/Firm Fixed Price. Any unused portion of this CLIN shall be deobligated at the end of the service year.  Product Service Code: H342 Signal Code: A Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		

## **Description/Specifications/Statement of Work**

### **Requirements**

Service to inspect, repair and maintain kitchen hoods and fire suppression system in accordance with Performance Work Statement dated 4 April 2023.



## Packaging and Marking

## Inspection and Acceptance

Contractor shall be responsible for coordinating inspection dates with the Fire Department and Facility Managers for on base facilities. Notify COR /CO of the approved dates. For MAF locations, the contractor shall request inspection dates to the COR. The COR will coordinate/verify with MAF Facility Managers if requested date/time is acceptable.

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative, Facility Managers and Fire Department.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative. COR will notify the Fire Department and coordinate with MAFs Site Superintendents.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for materials repair to the Contracting Officer Representative. The contracting officer approves all material costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron</p>

	<p>Email: byron.pate.2@us.af.mi Telephone: 307-773-6106</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for labor repair to the Contracting Officer Representative. The contracting officer approves all labor costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
0005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for emergency repairs to the Contracting Officer Representative. The contracting officer approves all emergency costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative, Facility Managers and Fire Department.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative. COR will notify the Fire Department and coordinate with MAFs Site Superintendents.</p> <p>DoDAAC: F1Y3DA</p>

	<p>CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for materials repair to the Contracting Officer Representative. The contracting officer approves all material costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mi Telephone: 307-773-6106</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for labor repair to the Contracting Officer Representative. The contracting officer approves all labor costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for emergency repairs to the Contracting Officer Representative. The contracting officer approves all emergency costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>

Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative, Facility Managers and Fire Department.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative. COR will notify the Fire Department and coordinate with MAFs Site Superintendents.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for materials repair to the Contracting Officer Representative. The contracting officer approves all material costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mi Telephone: 307-773-6106</p>
Option Line Item 2004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for labor repair to the Contracting Officer Representative. The contracting officer approves all labor costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR</p>

	<p>FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 2005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for emergency repairs to the Contracting Officer Representative. The contracting officer approves all emergency costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 3001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative, Facility Managers and Fire Department.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative. COR will notify the Fire Department and coordinate with MAFs Site Superintendents.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination</p>

	<p>Instructions: Report the need for materials repair to the Contracting Officer Representative. The contracting officer approves all material costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mi Telephone: 307-773-6106</p>
Option Line Item 3004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for labor repair to the Contracting Officer Representative. The contracting officer approves all labor costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 3005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Report the need for emergency repairs to the Contracting Officer Representative. The contracting officer approves all emergency costs submitted by the contractor.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative, Facility Managers and Fire Department.</p> <p>DoDAAC: F1Y3DA CountryCode: USA</p> <p>90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron</p>

	Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 4002	Inspection and Acceptance Location  Both Destination Instructions: Coordinate inspection/maintenance schedule with Contracting Officer Representative. COR will notify the Fire Department and coordinate with MAFs Site Superintendents.  DoDAAC: F1Y3DA CountryCode: USA  90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 4003	Inspection and Acceptance Location  Both Destination Instructions: Report the need for materials repair to the Contracting Officer Representative. The contracting officer approves all material costs submitted by the contractor.  DoDAAC: F1Y3DA CountryCode: USA  90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mi Telephone: 307-773-6106
Option Line Item 4004	Inspection and Acceptance Location  Both Destination Instructions: Report the need for labor repair to the Contracting Officer Representative. The contracting officer approves all labor costs submitted by the contractor.  DoDAAC: F1Y3DA CountryCode: USA  90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 4005	Inspection and Acceptance Location  Both Destination Instructions: Report the need for emergency repairs to the Contracting Officer Representative. The contracting officer approves all emergency costs submitted by the contractor.  DoDAAC: F1Y3DA



CountryCode: USA

90 CES  
AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR  
FE WARREN AFB, WY 82005-2782  
UNITED STATES

Pate Byron  
Email: byron.pate.2@us.af.mil  
Telephone: 307-773-6106

## Deliveries or Performance

The contractor shall submit the monthly inspection reports within five calendar days of the inspection via electronic email to the COR/CO/Fire Department. Reports must have facility manager/fire department signatures for base facilities. For MAF locations, facility managers will sign the inspection reports.

Contractor  
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Schedule 12 Months Monthly 12 Month 12 Expected Shipments   Period of Performance From 01 Nov 2023 To 31 Oct 2024	12 Months	Place of Performance DoDAAC: FIY3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
0002	Delivery Schedule 30 Each As Required 365 Calendar Days 30 Expected Shipments   Period of Performance From 01 Nov 2023 To 31 Oct 2024	30 Each	Place of Performance DoDAAC: FIY3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
0003	Delivery Schedule 1 Job As Required 365 Calendar Days   Period of Performance	1 Job	Place of Performance DoDAAC: FIY3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106

	From 01 Nov 2023 To 31 Oct 2024		
0004	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2023 To 31 Oct 2024</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
0005	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2023 To 31 Oct 2024</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: bryon.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1001	<p>Delivery Schedule 12 Months Monthly 12 Month 12 Expected Shipments</p> <p>Period of Performance From 01 Nov 2024 To 31 Oct 2025</p>	12 Months	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
	<p>Delivery Schedule 30 Each As Required 365 Calendar Days 30 Expected Shipments</p>	30 Each	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR</p>

Option Line Item 1002	<p>Period of Performance From 01 Nov 2024 To 31 Oct 2025</p>		<p>FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1003	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2024 To 31 Oct 2025</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1004	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2024 To 31 Oct 2025</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 1005	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2024 To</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: bryon.pate.2@us.af.mil Telephone: 307-773-6106</p>

	31 Oct 2025		
Option Line Item 2001	<p>Delivery Schedule 12 Months Monthly 12 Month 12 Expected Shipments</p> <p>Period of Performance From 01 Nov 2025 To 31 Oct 2026</p>	12 Months	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 2002	<p>Delivery Schedule 30 Each As Required 365 Calendar Days 30 Expected Shipments</p> <p>Period of Performance From 01 Nov 2025 To 31 Oct 2026</p>	30 Each	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 2003	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2025 To 31 Oct 2026</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p>

Option Line Item 2004	Period of Performance From 01 Nov 2025 To 31 Oct 2026		Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 2005	Delivery Schedule 1 Job As Required 365 Calendar Days  Period of Performance From 01 Nov 2025 To 31 Oct 2026	1 Job	Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: bryon.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 3001	Delivery Schedule 12 Months Monthly 12 Month 12 Expected Shipments  Period of Performance From 01 Nov 2026 To 31 Oct 2027	12 Months	Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 3002	Delivery Schedule 30 Each As Required 365 Calendar Days 30 Expected Shipments  Period of Performance From 01 Nov 2026 To 31 Oct 2027	30 Each	Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106

Option Line Item 3003	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2026 To 31 Oct 2027</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 3004	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2026 To 31 Oct 2027</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 3005	<p>Delivery Schedule 1 Job As Required 365 Calendar Days</p> <p>Period of Performance From 01 Nov 2026 To 31 Oct 2027</p>	1 Job	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: bryon.pate.2@us.af.mil Telephone: 307-773-6106</p>
Option Line Item 4001	<p>Delivery Schedule 12 Months Monthly 12 Month 12 Expected Shipments</p>	12 Months	<p>Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106</p>

	Period of Performance From 01 Nov 2027 To 31 Oct 2028		
Option Line Item 4002	Delivery Schedule 30 Each As Required 365 Calendar Days 30 Expected Shipments  Period of Performance From 01 Nov 2027 To 31 Oct 2028	30 Each	Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 4003	Delivery Schedule 1 Job As Required 365 Calendar Days  Period of Performance From 01 Nov 2027 To 31 Oct 2028	1 Job	Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
Option Line Item 4004	Delivery Schedule 1 Job As Required 365 Calendar Days  Period of Performance From 01 Nov 2027 To 31 Oct 2028	1 Job	Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES  Pate Byron Email: byron.pate.2@us.af.mil Telephone: 307-773-6106
	Delivery Schedule 1 Job As Required 365 Calendar Days	1 Job	Place of Performance DoDAAC: F1Y3DA CountryCode: USA 90 CES



<p>Option Line Item 4005</p>	<p>Period of Performance From 01 Nov 2027 To 31 Oct 2028</p>		<p>AF BPN NO MILSBILLS PROCESSES, 300 VESLE DR FE WARREN AFB, WY 82005-2782 UNITED STATES</p> <p>Pate Byron Email: bryon.pate.2@us.af.mil Telephone: 307-773-6106</p>
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## Contract Administration Data

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018

### DFARS Clauses Incorporated by Full Text

#### 252.232-7006 Wide Area WorkFlow Payment Instructions. Jan 2023

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

##### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

(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.

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

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(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>F87700</u>
Issue By DoDAAC	<u>FA4613</u>
Admin DoDAAC	<u>FA4613</u>
Inspect By DoDAAC	<u>F1Y3DA</u>
Ship To Code	==
Ship From Code	==
Mark For Code	==
Service Approver (DoDAAC)	<u>F1Y3DA/FA4613</u>
Service Acceptor (DoDAAC)	<u>F1Y3DA/FA4613</u>
Accept at Other DoDAAC	==

LPO DoDAAC	==
DCAA Auditor DoDAAC	==
Other DoDAAC(s)	==

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

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

(g) *WAWF point of contact.*

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

CO: liezel.mcintyre@us.af.mil

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

(End of clause)

## **252.232-7007 Limitation of Government's Obligation. Apr 2014**

As prescribed in 232.706-70, use the following clause:

### **LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)**

(a) Contract line item(s) 000X is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including

appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

(End of clause)

## **Special Contract Requirements**

Company shall be registered in SAM at time of offer. Company must have a basic assessment in SPRS module verified by 90CONS prior to receiving UCNI Materials. Refer to Attachments 8, 8a, 8b, on how to register in SPRS and complete NIST SP800-171. SPRS shall be verified at time of offer. Any offeror without a SAM Registration and SPRS Basic Assessment shall not be considered for award.

## Contract Clauses

### 5352.201-9101 AFGSC 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, for AFGSC (Air Force Global Strike Command) acquisitions please contact the Director of Contracts, Air Force Installation Contracting Center, Operating Location - Global Strike (AFICC/KG OL-GSC) via the following e-mail workflow address: [ig.afica\\_kg.workflow@us.af.mil](mailto:ig.afica_kg.workflow@us.af.mil). Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.
- (End of clause)

### 5352.223-9001 Health and Safety on Government Installations Oct 2019

- (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 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 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 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 base regulations.
- (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)

## 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.	Dec 2022
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 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.	Dec 2022
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Jan 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.232-7010	Levies on Contract Payments.	Dec 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Jan 2023

## FAR Clauses Incorporated by Full Text

### 52.204-1 Approval of Contract. Dec 1989

As prescribed in 4.103 , insert the following clause:

Approval of Contract (Dec 1989)

This contract is subject to the written approval of 90th Contracting Squadron/Contracting Officer and shall not be binding until so approved.

(End of clause)

### 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services. Dec 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 (Dec 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:

[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).

☒ (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 (Oct 2022) (15 U.S.C. 657a).

☐ (12) 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).

☐ (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 2022) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)

(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.

☐ (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 (Oct 2022) (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 (Oct 2022) (15 U.S.C. 657f).

☐ (22)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (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 (Oct 2022) (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 (Oct 2022) (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 (Dec 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(r)-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(r)-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(r)-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)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

☐ (ii) Alternate I (Oct 2022) of 52.225-1.

☐ (49)

(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.

☐ (50) 52.225-5, Trade Agreements (Dec 2022) (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. Subtitle A, Part V, Subpart G 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. 3805).

☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☒ (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.]

[X] (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) (29 U.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).

[X] (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 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.

(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 (May 2014) (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. Subtitle A, Part V, Subpart G 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. Nov 1999**

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

Option to Extend Services (Nov 1999)

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 15 calendar days prior to the end of the final service year end date.

(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 prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days days 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 60 months or 5 years from date of award.

(End of clause)

**52.232-1 Payments. (Tailored) Apr 1984**

As prescribed in 32.111(a)(1), insert the following clause, appropriately modified with respect to payment due date in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, a fixed-price service contract, or a contract for nonregulated communication services is contemplated:

**Payments (Apr 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

**52.232-8 Discounts for Prompt Payment. (Tailored) Feb 2002**

As prescribed in 32.111(b)(1), insert the following clause:

**Discounts for Prompt Payment (Feb 2002)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

**52.232-11 Extras. (Tailored) Apr 1984**

As prescribed in 32.111(c)(2), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

**Extras (Apr 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

## 52.232-25 Prompt Payment. (Tailored) Jan 2017

As prescribed in 32.908(c), insert the following clause:

### Prompt Payment (Jan 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

#### (a) Invoice payments-

##### (1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30 thday after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30 thday after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

##### (2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C.182(3)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7 thday after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C.4003(3)), as close as possible to, but not later than, the 7 thday after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10 thday after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C.4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)



(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

## **52.247-12 Supervision, Labor, or Materials. (Tailored) Apr 1984**

As prescribed in 47.207-5(b), insert a clause substantially as follows in solicitations and contracts for transportation or for transportation-related services when the contractor is required to furnish supervision, labor, or materials:

Supervision, Labor, or Materials (Apr 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of clause)

## **52.252-2 Clauses Incorporated by Reference. Feb 1998**

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

Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

#### **52.252-4 Alterations in Contract. Apr 1984**

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

##### **ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

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(End of clause)

#### **52.252-6 Authorized Deviations in Clauses. Nov 2020**

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

##### **AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_ [insert regulation name] (48 CFR \_\_\_\_ ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **Supplemental Clauses Incorporated by Full Text**

#### **5352.201-9101 AFGSC 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, for AFGSC (Air Force Global Strike Command) acquisitions please contact the Director of Contracts, Air Force Installation Contracting Center, Operating Location - Global Strike (AFICC/KG OL-GSC) via the following e-mail workflow address: [ig.afica\\_kg.workflow@us.af.mil](mailto:ig.afica_kg.workflow@us.af.mil). Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

### **5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) Oct 2019**

(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 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 Air Force definition of a Class I ODS.]

(End of clause)

### **5352.223-9001 Health and Safety on Government Installations Oct 2019**

(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 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 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 base regulations 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 base regulations.

(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)

**List of Attachments**

<b>Number</b>	<b>Attachment Name</b>	<b>Attachment Description</b>	<b>Reference Identifier</b>	<b>Date</b>	<b>Line Item</b>
01	Atch 2 Ktr Proposed Mx Schedule	Proposed Mx Schedule		04 Apr 2023	
02	Atch 3 Mission Essential Contractor Service Plan	Mission Essential Contractor Plan		04 Apr 2023	
03	Atch 5 SCA Combined Wage Det	Wage Determination		04 Apr 2023	
04	Atch 6 Cost Proposal Breakdown	Cost Proposal		05 Apr 2023	
05	Atch 7 MFR UCNI Control and Receipt	Atch 7 SPRS Registration		04 Apr 2023	
06	Atch 8 SPRS Registration	Atch 8 SPRS Registration		04 Apr 2023	
07	Atch 8a NIST SP 800-171 Assessment	Atch 8a NIST SP 800-171 Assessment		04 Apr 2023	
08	Atch 8b NIST SP 800-171 Entry Guide	Atch 8b NIST SP 800-171 Entry Guide		04 Apr 2023	
09	Atch 1 PWS 4 April 2023	Performance Work Statement		04 Apr 2023	

## Representations, Certification, & Other Statements

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022

### FAR Clauses Incorporated by Full Text

#### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. Nov 2021

As prescribed in 4.2105(a), insert the following provision:

##### 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)

### **52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. Dec 2022**

As prescribed in 12.301(b)(2), insert the following provision:

#### **OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision-

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;



(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"-

*Sensitive technology-*

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

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

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

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

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

*Small business concern-*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.*]

(2) *Veteran-owned small business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [ *Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *Small disadvantaged business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.*]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.*]

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 [http://uscode.house.gov/U.S.C. 1352](http://uscode.house.gov/U.S.C.1352)). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____

_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
==	==	==
==	==	==
==	==	==

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ==

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
==
==
==

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
==	==
==	==
==	==

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
==	==
==	==
==	==

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
==	==
==	==

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_.



☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR1.6049-4;

☐ Other \_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_.

TIN \_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that-

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u) (1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that-

(i) If [ ] 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, 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)

### **52.212-3 Alternate I Offeror Representations and Certifications-Commercial Products and Commercial Services. (Alternate I) Oct 2014**

*Alternate I (Oct 2014).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

## **52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. Dec 2016**

As prescribed in 23.804(b), insert the following provision:

### **PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-REPRESENTATION (DEC 2016)**

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) *Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]*

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, *i.e.*, make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(End of provision)

## **52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. Jun 2020**

As prescribed in 29.402-3(a), insert the following provision:

### **TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)**

(a) *Definitions.* As used in this provision-

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-
  - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

## Instructions, Conditions, & Notices to Offerors or Quoters

FA461323R0007 Kitchen Hoods and Fire Suppression System Inspection, Repair and Maintenance:  
Instructions to Offerors:

This is a Combined Synopsis/Solicitation for a commercial service prepared in accordance with the format in FAR 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation/notice; proposals are being requested, further written solicitation will not be issued. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-01 published 1 December 2022.

FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (November 2021), applies to this acquisition:

I. Refer to the following solicitation documents:

Attachment 1 Performance Work Statement (PWS) dated 04 April 2023 (14 pages)

Attachment 2 Ktr Proposed Mx Schedule

Attachment 3 Mission Essential Contractor Service Plan (Fill in, 4 pages)

Attachment 4 MAF Locations and Distances - Unclassified Controlled Nuclear Information (UCNI) (2 pages)

Attachment 5 SCA Wage Determination (55 pages)

Attachment 6 Cost Proposal Breakdown

Attachment 7 MFR UCNI Control and Receipt (2 pages)

Attachment 8 SPRS Registration (4 pages)

Attachment 8a NIST SP 800-171 Assessment (21 pages)

Attachment 8b NIST SP 800-171 Entry Guide (3 pages)

II. Sign and return Attachment 7 MFR UCNI Control and Receipt via email to [liezel.mcintyre@us.af.mil](mailto:liezel.mcintyre@us.af.mil).

III. Offeror shall be registered in SAM.Gov. Offeror shall have a basic assessment in SPRS module verified by 90 CONS prior to receiving UCNI Materials (Attachment 4). Refer to Attachments 8, 8a, 8b, on how to register in SPRS and complete NIST SP 800-171. \*\*\*NIST SP 800-171 shall be verifiable online in SPRS.

IV. After verification of Attachment 7 and Attachment 8b completion, offeror shall receive Attachment 4 MAF Locations and Distances via DOD Safe Drop.

V. Offeror to request site visit no later than 11:00 am MT, Thursday, 27 April 2023 by emailing [liezel.mcintyre@us.af.mil](mailto:liezel.mcintyre@us.af.mil). DOD Safe Drop shall be utilized by offerors to submit copies of legible Driver's Licenses (front and back) of site visit participants. Contractor who requested the site visit shall be contacted for further instructions.

VI. Post Site Visit questions shall be submitted in writing no later than 11:00 am MT of the following business day, after the site visit.

\*\*\*If no site visit is requested, offerors shall submit proposal on the basis of the provided documents in this RFP.

\*\*\*If site visit was not requested, questions about the solicitation shall be submitted in writing no later than 11:00 am MT, Thursday, 27 April 2023.

VII. Submit offers to this RFP no later than 11:00 am MT, Friday 19 May 2023 by emailing the proposals to [liezel.mcintyre@us.af.mil](mailto:liezel.mcintyre@us.af.mil). Solicitation responses shall be sent via electronic means only (emailed, no mail or fax). Offers shall have a valid date until 1 November 2023. Late offers shall not be accepted once solicitation has ended.

Proposal Submission:

a. Cost Breakdown - Offerors shall fill in Attachment 6 Cost Proposal Breakdown by completing the Base Year through Option Year Four spreadsheet. Instructions for price input may be found in the spreadsheet itself. Submit with the proposal.

b. Technical Capability

b.1 Qualifications - Offerors shall provide personnel qualifications to inspect/repair kitchen hoods and fire suppression systems/equipment which meets federal and local certification requirements. Contractor must show proof of certification/qualification as issued by any state to perform work in accordance with services necessary contained in the PWS dated 4 April 2023. Submit with the proposal.

b.2 Contractor Management Plan - Offerors shall state a sound, logical, and detailed approach to the performance of services addressing the required response time during routine maintenance schedule set per PWS dated 4 April 2023, Appendix C and other emergency repairs requests.

b.3 Mission Essential Contractor Service Plan - Offerors shall submit Attachment 3 Mission Essential Contractor Service Plan to address how the offeror will meet service during times of crisis. Submit with the proposal.

b.4 Contractor may propose a maintenance schedule as in Attachment 2 Contractor Proposed Maintenance Schedule, so as long as it meets the frequency and technical requirements as referenced in the PWS.

## **FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.204-7	System for Award Management.	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Nov 2021

## **DFARS Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016

## **DFARS Clauses Incorporated by Full Text**

### **252.215-7008 Only One Offer. Dec 2022**

As prescribed at 215.408(3), use the following provision:

#### **ONLY ONE OFFER (DEC 2022)**

(a) *Cost or pricing data requirements.* After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation.* If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable        [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)



## Evaluation Factors for Award

Proposal Evaluation:

\*Award to the lowest-priced offeror deemed technically acceptable (LPTA).

### EVALUATION FACTORS:

This is a FULL AND OPEN competition, firm fixed price base year plus four option years, awarded to the responsible offeror (IAW FAR9.104) whose offer conforming to the solicitation will be most advantageous to the Government, price, and other factors considered. The Government intends to make award to the lowest priced technically acceptable offeror. The Government intends to award without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest. The following evaluation factors and subfactors shall be used to evaluate each proposal. The Government will evaluate proposals for acceptability but will not rank the proposals by the non-price factors or subfactors.

The offeror with the lowest total evaluated price shall be examined for technical acceptability. If the lowest priced proposal is determined technically acceptable, a determination will be made that the price is fair and reasonable, and award will be made to that offeror. No further technical evaluations will be performed. If the lowest priced offer is determined to be technically unacceptable, the Government will evaluate the next lowest priced offeror until one is determined to be technically sufficient to meet the requirements of the solicitation.

a. Factor 1 Price - price is equally important as technical acceptability. The Government will rank all offerors from lowest price to highest price.

Beginning with the offeror with the lowest total evaluated price, the Government will evaluate the offeror's price proposal per RFP Attachment 6

Cost Proposal under CLINs 0001, 0002, 0003, 0004, 0005 to include all options and extension costs.

Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

Furthermore, as part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR clause 52.217-8 by adding one half of the offeror's final option period prices to the offeror's total price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

For evaluation purposes only:

CLIN 0001 Full-Service Inspection and Maintenance for 12 Months, for all base facilities - includes transportation costs. See RFP Attachment 1

PWS dated 04 Apr 2023, Appendix A, On Base Fire Suppression Systems and corresponding Appendix C Semi-Annual Maintenance Schedule.

CLIN 0002 Full-Service Inspection and Maintenance for 15 MAF Locations (x2), total 30 each - includes transportation costs, regardless of MAF location. See RFP Attachment 4 MAF Locations.

CLIN 0003 Specialty Requirements - Materials for Repair

\*\*\*All materials for repairs are approved by the Contracting Officer. This is a Not To Exceed Price set by the Government. Any unused funds at the end of the service year shall be deobligated.

CLIN 0004 Specialty Requirements - Labor for Repair

\*\*\*All labor hours for repairs are approved by the Contracting Officer. This is a Not To Exceed Price set by the Government. Any unused funds at the end of the service year shall be deobligated. Propose an hourly repair labor rate (out of schedule repairs) multiplied by four (4). The estimated four (4) hours are furnished for evaluation purposes only and are not intended to neither guarantee the number of hours nor represent the maximum or minimum hours for any resultant contract. This sum will be used as the total evaluated price under CLIN 0004.

#### CLIN 0005 Emergency Services

\*\*\*Emergency services are approved by the Contracting Officer Representative/Contracting Officer. This is a Not To Exceed Price set by the Government and will follow the emergency hourly labor rate as set in the corresponding service year of the contract. Contractor shall report to the designated facility within 72 hours of repair request. Any unused funds at the end of the service year shall be deobligated.

\*\*\*Corresponding Option Years' proposed prices shall be evaluated as noted above.

b. Factor 2 Technical - technical acceptability is equally important as price.

The technical rating reflects the evaluation of the acceptability of the offeror's technical approach for meeting the Government's requirement. The

offeror's proposal shall be evaluated to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined in the table below. One technical rating will be assigned to each technical subfactor. In order to be considered awardable, there must be an "acceptable" rating in every subfactor.

#### Technical Acceptable/Unacceptable Ratings:

Adjectival Rating: Description:

Acceptable Proposal meets the requirements of the solicitation

Unacceptable Proposal does not meet the requirements of the solicitation

Subfactor b1: Technical Qualifications - offeror provides evidence of certifications/qualifications of personnel who meets the inspection/repair

/maintenance of kitchen hoods and fire suppression systems equipment, from any state in the United States, for the services required in the PWS dated 04 April 2023.

#### Key Areas to Address:

a. Did the offeror provide evidence of certification of employees to do inspection/repair/maintenance of systems noted in RFP Attachment 1 PWS dated 4 April 2023, Appendices A and B?

b. Did the offeror's proposal provide evidence of technical capability/experience to complete work required per PWS?

Subfactor b2: Contractor Management Plan - offeror to provide a detailed approach in addressing routine maintenance schedule and emergency repair requests.

Subfactor b3: Mission Essential Contractor Service Plan - offeror to submit service plan to continue mission-essential services during times of crisis.

Subfactor b4: Contractor Proposed Maintenance Schedule - offer to submit a maintenance schedule for base facilities and MAF locations.

The Government will review contractors' plans outlining their method for maintenance scheduling, response time, and personnel requirements. Only the lowest priced technically acceptable, either initially or as a result of discussions, will be considered for award. However, the offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

#### **FAR Clauses Incorporated by Full Text**

#### **52.212-2 Evaluation-Commercial Products and Commercial Services. Nov 2021**

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

##### **EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

\_\_\_\_\_[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are \_\_\_\_\_. [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)