

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
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 _____ <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: _____ <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: _____ <input type="checkbox"/> 8 (A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO CODE		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE 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					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ 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 (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

Solicitation/Contract Form

Base Refuse Bridge Follow On

Proposal Identifier: FA460023R0003

Date: 22 Nov 2022

Supplies or Services & Prices or Costs**Additional Information/Notes**

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Municipal Solid Waste / Food Waste Collection - Base (PWS 1.1.1) Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
000101	Funding only				
0002	Landfill Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	4,000	Net Ton (2,000 LB).		
000201	Funding only				
0003	Common Use Trash Receptacle Collection Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
000301	Funding only				
0004	Construction and Demolition Debris Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
000401	Funding only				
0005	Construction and Demolition Debris Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	400	Net Ton (2,000 LB).		

000501	Funding only				
0006	Special Events-Air Show Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	126	Each		
000601	Funding only				
0007	Unscheduled Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	24	Each		
000701	Funding only				
0008	Hospital Roll-off Compactor Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
000801	Funding only				
0009	Hospital Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	240	Net Ton (2,000 LB).		
000901	Funding only				
0010	Yard Waste Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
001001	Funding only				

0011	Tires, Appliances, Extra Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	1	Each		
001101	Funding only				
Option Line Item 1001	(FY24) Municipal Solid Waste / Food Waste Collection - Base (PWS 1.1.1) Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	(FY24) Landfill Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	4,000	Net Ton (2,000 LB).		
Option Line Item 1003	(FY24) Common Use Trash Receptacle Collection Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1004	(FY24) Construction and Demolition Debris Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 1005	(FY24) Construction and Demolition Debris Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	400	Net Ton (2,000 LB).		
Option Line Item 1006	(FY24) Special Events - Air Show Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	126	Each		
Option Line Item 1007	(FY24) Unscheduled Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	24	Each		
Option Line Item 1008	(FY24) Hospital Roll-off Compactor	12	Months		

	Product Service Code: S205 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1009	(FY24) Hospital Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	240	Net Ton (2,000 LB).		
Option Line Item 1010	(FY24) Yard Waste Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 1011	(FY24) Tires, Appliances, Extra Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 2001	(FY25) Municipal Solid Waste / Food Waste Collection - Base (PWS 1.1.1) Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	(FY25) Landfill Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	4,000	Net Ton (2,000 LB).		
Option Line Item 2003	(FY25) Common Use Trash Receptacle Collection Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2004	(FY25) Construction and Demolition Debris Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 2005	(FY25) Construction and Demolition Debris Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	400	Net Ton (2,000 LB).		
Option Line Item 2006	(FY25) Special Events - Air Show Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	126	Each		

Option Line Item 2007	(FY25) Unscheduled Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	24	Each		
Option Line Item 2008	(FY25) Hospital Roll-off Compactor Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2009	(FY25) Hospital Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	240	Net Ton (2,000 LB).		
Option Line Item 2010	(FY25) Yard Waste Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 2011	(FY25) Tires, Appliances, Extra Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 3001	(FY26) Municipal Solid Waste / Food Waste Collection - Base (PWS 1.1.1) Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	(FY26) Landfill Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	4,000	Net Ton (2,000 LB).		
Option Line Item 3003	(FY26) Common Use Trash Receptacle Collection Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3004	(FY26) Construction and Demolition Debris Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		

Option Line Item 3005	(FY26) Construction and Demolition Debris Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	400	Net Ton (2,000 LB).		
Option Line Item 3006	(FY26) Special Events - Air Show Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	126	Each		
Option Line Item 3007	(FY26) Unscheduled Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	24	Each		
Option Line Item 3008	(FY26) Hospital Roll-off Compactor Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3009	(FY26) Hospital Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	240	Net Ton (2,000 LB).		
Option Line Item 3010	(FY26) Yard Waste Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 3011	(FY26) Tires, Appliances, Extra Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 4001	(FY27) Municipal Solid Waste / Food Waste Collection - Base (PWS 1.1.1) Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4002	(FY27) Landfill Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	4,000	Net Ton (2,000 LB).		
Option Line Item 4003	(FY27) Common Use Trash Receptacle Collection	12	Months		

	Product Service Code: S205 Pricing Arrangement: Firm Fixed Price				
Option Line Item 4004	(FY27) Construction and Demolition Debris Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 4005	(FY27) Construction and Demolition Debris Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	400	Net Ton (2,000 LB).		
Option Line Item 4006	(FY27) Special Events - Air Show Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	126	Each		
Option Line Item 4007	(FY27) Unscheduled Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	24	Each		
Option Line Item 4008	(FY27) Hospital Roll-off Compactor Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4009	(FY27) Hospital Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	240	Net Ton (2,000 LB).		
Option Line Item 4010	(FY27) Yard Waste Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 4011	(FY27) Tires, Appliances, Extra Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 5001	(FY28 6 Month Ext.) Municipal Solid Waste / Food Waste Collection - Base (PWS 1.1.1) Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	6	Months		

Option Line Item 5002	(FY28 6 Month Ext.) Landfill Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	2,000	Net Ton (2,000 LB).		
Option Line Item 5003	(FY28 6 Month Ext.) Common Use Trash Receptacle Collection Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	6	Each		
Option Line Item 5004	(FY28 6 Month Ext.) Construction and Demolition Debris Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	15	Each		
Option Line Item 5005	(FY28 6 Month Ext.) Construction and Demolition Debris Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	200	Net Ton (2,000 LB).		
Option Line Item 5006	(FY28 6 Month Ext.) Special Events - Air Show Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	63	Each		
Option Line Item 5007	(FY28 6 Month Ext.) Unscheduled Pickup Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	12	Each		
Option Line Item 5008	(FY28 6 Month Ext.) Hospital Roll-off Compactor Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	6	Months		
Option Line Item 5009	(FY28 6 Month Ext.) Hospital Tipping Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	120	Net Ton (2,000 LB).		
Option Line Item 5010	(FY28 6 Month Ext.) Yard Waste Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	15	Each		

Option Line Item 5011	(FY28 6 Month Ext.) Tires, Appliances, Extra Fees Product Service Code: S205 Pricing Arrangement: Firm Fixed Price	1	Each		
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Description/Specifications/Statement of Work

Requirements

FY23 Base refuse services for Offutt AFB

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
0011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 1011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 2010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 3011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 4011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 5001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 5003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 5004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 5005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 5007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 5008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES</p>
Option Line Item 5009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3H3G2 CountryCode: USA</p> <p>55 CES CEC AF BPN NO MILSBILLS PROCESSES</p>

	106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5010	Inspection and Acceptance Location Both Destination Instructions: N/A DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5011	Inspection and Acceptance Location Both Destination Instructions: N/A DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

Deliveries or Performance

Overall Contract Delivery Period

Line Item	Delivery Schedule	QTY	Address and POC
0001	Period of Performance From 01 Apr 2023 To 31 Mar 2024	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0002	Period of Performance From 01 Apr 2023 To 31 Mar 2024	4,000 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0003	Period of Performance From 01 Apr 2023 To 31 Mar 2024	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
		30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC

0004	Period of Performance From 01 Apr 2023 To 31 Mar 2024		AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0005	Period of Performance From 01 Apr 2023 To 31 Mar 2024	400 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0006	Period of Performance From 01 Apr 2023 To 31 Mar 2024	126 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0007	Period of Performance From 01 Apr 2023 To 31 Mar 2024	24 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

0008	Period of Performance From 01 Apr 2023 To 31 Mar 2024	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0009	Period of Performance From 01 Apr 2023 To 31 Mar 2024	240 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0010	Period of Performance From 01 Apr 2023 To 31 Mar 2024	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
0011	Period of Performance From 01 Apr 2023 To	1 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

	31 Mar 2024		
Option Line Item 1001	Period of Performance From 01 Apr 2024 To 31 Mar 2025	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1002	Period of Performance From 01 Apr 2024 To 31 Mar 2025	4,000 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1003	Period of Performance From 01 Apr 2024 To 31 Mar 2025	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1004		30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

	Period of Performance From 01 Apr 2024 To 31 Mar 2025		
Option Line Item 1005	Period of Performance From 01 Apr 2024 To 31 Mar 2025	400 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1006	Period of Performance From 01 Apr 2024 To 31 Mar 2025	126 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1007	Period of Performance From 01 Apr 2024 To 31 Mar 2025	24 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
		12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019

Option Line Item 1008	Period of Performance From 01 Apr 2024 To 31 Mar 2025		UNITED STATES
Option Line Item 1009	Period of Performance From 01 Apr 2024 To 31 Mar 2025	240 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1010	Period of Performance From 01 Apr 2024 To 31 Mar 2025	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 1011	Period of Performance From 01 Apr 2024 To 31 Mar 2025	1 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
		12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA

Option Line Item 2001	Period of Performance From 01 Apr 2025 To 31 Mar 2026		55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2002	Period of Performance From 01 Apr 2025 To 31 Mar 2026	4,000 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2003	Period of Performance From 01 Apr 2025 To 31 Mar 2026	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2004	Period of Performance From 01 Apr 2025 To 31 Mar 2026	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

Option Line Item 2005	Period of Performance From 01 Apr 2025 To 31 Mar 2026	400 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2006	Period of Performance From 01 Apr 2025 To 31 Mar 2026	126 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2007	Period of Performance From 01 Apr 2025 To 31 Mar 2026	24 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2008	Period of Performance From 01 Apr 2025 To	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

	31 Mar 2026		
Option Line Item 2009	Period of Performance From 01 Apr 2025 To 31 Mar 2026	240 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2010	Period of Performance From 01 Apr 2025 To 31 Mar 2026	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 2011	Period of Performance From 01 Apr 2025 To 31 Mar 2026	1 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3001		12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

	Period of Performance From 01 Apr 2026 To 31 Mar 2027		
Option Line Item 3002	Period of Performance From 01 Apr 2026 To 31 Mar 2027	4,000 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3003	Period of Performance From 01 Apr 2026 To 31 Mar 2027	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3004	Period of Performance From 01 Apr 2026 To 31 Mar 2027	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
		400 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019

Option Line Item 3005	Period of Performance From 01 Apr 2026 To 31 Mar 2027		UNITED STATES
Option Line Item 3006	Period of Performance From 01 Apr 2026 To 31 Mar 2027	126 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3007	Period of Performance From 01 Apr 2026 To 31 Mar 2027	24 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3008	Period of Performance From 01 Apr 2026 To 31 Mar 2027	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
		240 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA

Option Line Item 3009	Period of Performance From 01 Apr 2026 To 31 Mar 2027		55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3010	Period of Performance From 01 Apr 2026 To 31 Mar 2027	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 3011	Period of Performance From 01 Apr 2026 To 31 Mar 2027	1 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4001	Period of Performance From 01 Apr 2027 To 31 Mar 2028	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

Option Line Item 4002	Period of Performance From 01 Apr 2027 To 31 Mar 2028	4,000 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4003	Period of Performance From 01 Apr 2027 To 31 Mar 2028	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4004	Period of Performance From 01 Apr 2027 To 31 Mar 2028	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4005	Period of Performance From 01 Apr 2027 To	400 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

	31 Mar 2028		
Option Line Item 4006	Period of Performance From 01 Apr 2027 To 31 Mar 2028	126 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4007	Period of Performance From 01 Apr 2027 To 31 Mar 2028	24 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4008	Period of Performance From 01 Apr 2027 To 31 Mar 2028	12 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4009		240 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

	Period of Performance From 01 Apr 2027 To 31 Mar 2028		
Option Line Item 4010	Period of Performance From 01 Apr 2027 To 31 Mar 2028	30 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 4011	Period of Performance From 01 Apr 2027 To 31 Mar 2028	1 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5001	Period of Performance From 01 Apr 2028 To 30 Sep 2028	6 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
		2,000 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019

Option Line Item 5002	Period of Performance From 01 Apr 2028 To 30 Sep 2028		UNITED STATES
Option Line Item 5003	Period of Performance From 01 Apr 2028 To 30 Sep 2028	6 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5004	Period of Performance From 01 Apr 2028 To 30 Sep 2028	15 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5005	Period of Performance From 01 Apr 2028 To 30 Sep 2028	200 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
		63 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA

Option Line Item 5006	Period of Performance From 01 Apr 2028 To 30 Sep 2028		55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5007	Period of Performance From 01 Apr 2028 To 30 Sep 2028	12 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5008	Period of Performance From 01 Apr 2028 To 30 Sep 2028	6 Months	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5009	Period of Performance From 01 Apr 2028 To 30 Sep 2028	120 Net Ton (2,000 LB).	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

Option Line Item 5010	Period of Performance From 01 Apr 2028 To 30 Sep 2028	15 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES
Option Line Item 5011	Period of Performance From 01 Apr 2028 To 30 Sep 2028	1 Each	Place of Performance DoDAAC: F3H3G2 CountryCode: USA 55 CES CEC AF BPN NO MILSBILLS PROCESSES 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB, NE 68113-4019 UNITED STATES

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991
252.204-7006	Billing Instructions.	Oct 2005
252.231-7000	Supplemental Cost Principles	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. Dec 2018

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

(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.

Invoice 2in1

(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 item financing, submit a commercial item financing request.

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>F87700</u>
Issue By DoDAAC	<u>FA4600</u>
Admin DoDAAC	<u>FA4600</u>
Inspect By DoDAAC	<u>F3H3G2</u>
Ship To Code	<u>F3H3G2</u>
Ship From Code	<u> </u>
Mark For Code	<u> </u>
Service Approver (DoDAAC)	<u>F3H3G2</u>
Service Acceptor (DoDAAC)	<u>F3H3G2</u>
Accept at Other DoDAAC	<u> </u>
LPO DoDAAC	<u> </u>
DCAA Auditor DoDAAC	<u> </u>
Other DoDAAC(s)	<u> </u>

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

Not applicable

(Contracting Officer: Insert applicable information or "Not applicable.")

(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) [Contracting Officer insert after negotiations] 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

Contract Clauses

FAR 52.217-5

As prescribed in [17.208\(c\)](#), insert a provision substantially the same as the following:

Evaluation of *Options* (July 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate *offers* for award purposes by adding the total price for all *options* to the total price for the basic requirement. Evaluation of *options* will not obligate the Government to exercise the *option(s)*.

(End of provision)

FAR 52.219-18

(a) *Offers* are solicited only from--

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of *offer*--

(i) The *Offeror* is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The *Offeror* is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with [13 CFR 124.513\(c\)](#); or

(3) A joint venture--

(i) That is comprised of a mentor and an 8(a) protege with an approved mentor-protege agreement under the 8(a) program;

(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with [13 CFR 124.513\(c\)](#).

(b) By submission of its *offer*, the *Offeror* represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this *solicitation* will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) *offeror* selected through the evaluation criteria set forth in this *solicitation*. A *contracting officer* may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see [13 CFR 124.501\(g\)](#) for SBA's determination of participant eligibility.

(d) The _____ [insert name of SBA's contractor] will notify the *Contracting Officer in writing* immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(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.	Nov 2021
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Dec 2019

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	May 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2021
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Dec 1991
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Dec 2010
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	May 2022
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Apr 2019
252.232-7010	Levies on Contract Payments.	Dec 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	May 2013
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration.	Apr 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jun 2013
252.243-7002	Requests for Equitable Adjustment.	Dec 2012
252.244-7000	Subcontracts for Commercial Items.	Jan 2021

FAR Clauses Incorporated by Full Text

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services. May 2022

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

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

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[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. 2402).

☐

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

☐

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

☐

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐

(5) [Reserved].

☐

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

☐

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐

(10) [Reserved].

☐

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

☐

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐

(13) [Reserved]

☐

(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐

(ii) Alternate I (MAR 2020) of 52.219-6.

☐

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐

(ii) Alternate I (MAR 2020) of 52.219-7.

☐

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

☐

(17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

☐

(ii) Alternate I (NOV 2016) of 52.219-9.

☐

(iii) Alternate II (NOV 2016) of 52.219-9.

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(iv) Alternate III (JUN 2020) of 52.219-9.

☐

(v) Alternate IV (SEP 2021) of 52.219-9.

☐

(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐

(ii) Alternate I (MAR 2020) of 52.219-13.

☐

(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).

☐

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

☐

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

☐

(ii) Alternate I (MAR 2020) of 52.219-28.

☐

(23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

☐

(24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

☐

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐

(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).

☐

(27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

☐

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

☐

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☐

(30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

☐

(ii) Alternate I (FEB 1999) of 52.222-26.

☐

(31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐

(ii) Alternate I (JUL 2014) of 52.222-35.

☐

(32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐

(ii) Alternate I (JUL 2014) of 52.222-36.

☐

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐

(35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐

(36) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐

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

☐

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

☐

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐

(40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐

(ii) Alternate I (OCT 2015) of 52.223-13.

☐

(41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐

(ii) Alternate I (Jun2014) of 52.223-14.

☐

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐

(43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐

(ii) Alternate I (JUN 2014) of 52.223-16.

☐

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐

(46) 52.223-21, Foams (Jun2016) (E.O. 13693).

☐

(47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

☐

(ii) Alternate I (JAN 2017) of 52.224-3.

☐

(48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

☐

(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐

(ii) Alternate I (JAN 2021) of 52.225-3.

☐

(iii) Alternate II (JAN 2021) of 52.225-3.

☐

(iv) Alternate III (JAN 2021) of 52.225-3.

☐

(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307 (f)).

☐

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐

(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (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)).

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(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).

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(ii) Alternate I (APR 2003) of 52.247-64.

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(iii) Alternate II (NOV 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

☐

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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(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).

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(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).

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

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(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).

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(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).

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(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services. 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 30 days[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months(months)(years).

(End of clause)

DFARS Clauses Incorporated by Full Text

252.237-7023 Continuation of Essential Contractor Services. Oct 2010

As prescribed in 237.7603(a), use the following clause:

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment , Mission-Essential Contractor Services, dated .

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 ACC 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, Deputy Director of Contracting, AFICC /KC (OL-ACC), 114 Thompson Street, Bldg 586, Room 129, Langley AFB, VA 23665, telephone (757) 764-5372 (DSN 574-5372) email: acc.a7k1@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)

(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.

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(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Deputy Director of Contracting, AFICC/KC (OL-ACC), 114 Thompson Street, Bldg 586, Room 129, Langley AFB, VA 23665, telephone (757) 764-5372 (DSN 574-5372) email: acc.a7k1@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)

(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)

5352.242-9000 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 <<1>> 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 <<2>> citing the appropriate paragraphs as applicable.

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

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

(End of clause)

(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 <<1>> 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 <<2>> citing the appropriate paragraphs as applicable.(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.(f) Failure to comply with these requirements may result in withholding of final payment.(End of clause)

5352.242-9001 Common Access Cards (CAC) for Contractor Personnel Oct 2019

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:(1) Require logical access to Department of Defense computer networks and systems in either:(i) the unclassified environment; or(ii) the classified environment where authorized by governing security directives.(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings. (b) Contractors and their personnel shall use the following procedures to obtain CACs:(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.(d) During the performance period of the contract, the contractor shall:(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and(4) Report lost or stolen CACs in accordance with local policy/directives. (e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.(f) Failure to comply with these requirements may result in withholding of final payment.(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Solicitation - FA460023Q0005	Performance Work Statement		29 Dec 2022	
02	Wage Determination	Wage Determination		29 Dec 2022	
03	Attachment 2 - 52_212-1 and 52_212-2 - Base Refuse	Addendum to 52.212-1		29 Dec 2022	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-7	System for Award Management.	Oct 2018

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
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 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)

As prescribed at 9.104-7(b), insert the following provision:

INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. May 2022

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

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 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. 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 the field of operation in which it is bidding on Government contracts, 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.

(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 it ☐ is, ☐ is not a small business concern.

(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 it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(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 concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(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).* (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, 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.

(iii) The terms "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
_____	_____

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[List as necessary]

(3) 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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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
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==	==

[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.

Other Foreign End Products:

Line Item No.	Country of Origin
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[List as necessary]

(iv) 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 I.* If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
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[List as necessary]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

(4) *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
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[List as necessary]

(5) *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
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[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

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(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 CFR 1.6049-4;

☐ 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) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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 Items. (Alternate I) May 2022

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

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 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. 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 the field of operation in which it is bidding on Government contracts, 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.

(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 it ☐ is, ☐ is not a small business concern.

(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 it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(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 concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(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).* (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, 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.

(iii) The terms "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
==	==
==	==
==	==

[List as necessary]

(3) 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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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:

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Line Item No.	Country of Origin
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[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.

Other Foreign End Products:

Line Item No.	Country of Origin
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==	==

[List as necessary]

(iv) 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 I.* If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
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[List as necessary]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *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
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[List as necessary]

(5) *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
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==	==
==	==

[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
—	—
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(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) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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)

Alternate I (Oct2014). 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. 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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
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

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

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer. Jul 2019

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

ONLY ONE OFFER (JUL 2019)

(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 or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a 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)

252.237-7024 Notice of Continuation of Essential Contractor Services. Oct 2010

As prescribed in 237.7603(b), use the following provision:

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions.* "Essential contractor service" and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment _____, Mission Essential Contractor Services, dated _____, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of clause)

Evaluation Factors for Award

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)