

**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
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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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
		<input type="checkbox"/> 8 (A)	SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
<input type="checkbox"/> SEE SCHEDULE			14. METHOD OF SOLICITATION
			<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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:
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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**

Ft Eustis Barracks Digital Video Monitoring System

## Supplies or Services & Prices or Costs

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Per the parameters of the Statement of Requirement, the vendor shall procure and install a Digital Video Monitoring System (DVMS) for two Advanced Individual Training (AIT) barracks on Ft Eustis, VA in addition to removing the existing cameras and recording system from both buildings.</p> <p>WARRANTY: The vendor shall provide a one-year warranty for labor at no cost, plus year two and three at-cost. Cameras/Servers have a 5-year warranty. This system will have no reoccurring fees, including parts and labor for all components installed during this task order. The warranty will commence upon Government acceptance of the system.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Lot		
Option Line Item 0002	<p>YEAR 2 WARRANTY</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Lot		
Option Line Item 0003	<p>YEAR 3 WARRANTY</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Lot		

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

### **Requirements**

Vendor shall procure and install a Digital Video Monitoring System (DVMS) for two Advanced Individual Training (AIT) barracks on Ft Eustis, VA, per the parameters of the Statement of Requirement. Vendor will also remove the existing cameras and recording system from both buildings.

## **Packaging and Marking**

## Inspection and Acceptance

### Overall Contract Inspection/Acceptance Locations

<p>0001</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: INSPECTION AND ACCEPTANCE AND DELIVERY/INSTALLATION WILL TAKE PLACE AT THE BARRACKS.</p> <p>ADDRESSES: 2301 MARSHALL STREET FT EUSTIS, VA 23604</p> <p>2304 MARSHALL STREET FT EUSTIS, VA 23604</p> <p>DoDAAC: W81JBM CountryCode: USA</p> <p>W0U9 128TH AB HHC 3301 WILSON AVE FORT EUSTIS, VA 23604-1607 UNITED STATES</p> <p>Maj Timothy Ferguson Email: timothy.s.ferguson12.mil@army.mil Telephone: 757-878-3612</p>
<p>Option Line Item 0002</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: INSPECTION/ACCEPTANCE AND DELIVERY/PERFORMANCE WILL TAKE PLACE AT THE BARRACKS.</p> <p>ADDRESSES: 2301 MARSHALL ST FT EUSTIS, VA 23604</p> <p>2304 MARSHALL ST FT EUSTIS, VA 23604</p> <p>DoDAAC: W81JBM CountryCode: USA</p> <p>W0U9 128TH AB HHC 3301 WILSON AVE FORT EUSTIS, VA 23604-1607 UNITED STATES</p> <p>Maj Timothy Ferguson Email: timothy.s.ferguson12.mil@army.mil Telephone: 757-878-3612</p>
<p>Option Line Item 0003</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: INSPECTION/ACCEPTANCE AND DELIVERY/PERFORMANCE WILL TAKE PLACE AT THE BARRACKS.</p>

ADDRESSES:  
2301 MARSHALL ST  
FT EUSTIS, VA 23604

2304 MARSHALL ST  
FT EUSTIS, VA 23604

DoDAAC: W81JBM  
CountryCode: USA

W0U9 128TH AB  
HHC  
3301 WILSON AVE  
FORT EUSTIS, VA 23604-1607  
UNITED STATES

Maj Timothy Ferguson  
Email: timothy.s.ferguson12.mil@army.mil  
Telephone: 757-878-3612

## Deliveries or Performance

Overall Contract Delivery Period

Contractor  
Destination

Line Item	Delivery Schedule	QTY	Address and POC	Special Handling/Notes
0001	Delivery Requested By Delivery Date 01 May 2023	1 Lot	Ship To DoDAAC: W81JBM CountryCode: USA W0U9 128TH AB HHC 3301 WILSON AVE FORT EUSTIS, VA 23604-1607 UNITED STATES  Maj Timothy Ferguson Email: timothy.s.ferguson12.mil@army.mil Telephone: 757-878-3612	FoB Details Contractor Destination
Option Line Item 0002	Delivery Schedule 1 Lot As Required 1 Calendar Year	1 Lot	Place of Performance DoDAAC: W81JBM CountryCode: USA W0U9 128TH AB HHC 3301 WILSON AVE FORT EUSTIS, VA 23604-1607 UNITED STATES  Maj Timothy Ferguson Email: timothy.s.ferguson12.mil@army.mil Telephone: 757-878-3612	
Option Line Item 0003	Delivery Schedule 1 Lot As Required 1 Calendar Year	1 Lot	Place of Performance DoDAAC: W81JBM CountryCode: USA W0U9 128TH AB HHC 3301 WILSON AVE FORT EUSTIS, VA 23604-1607 UNITED STATES  Maj Timothy Ferguson Email: timothy.s.ferguson12.mil@army.mil Telephone: 757-878-3612	

## **Contract Administration Data**

## **Special Contract Requirements**

## **Contract Clauses**

### **FAR Clauses Incorporated by Reference**

#### **Number Title Effective Date**

52.204-13 SAM Maintenance Oct 2018

52.204-18 Commercial and Government Entity Code Maintenance. Aug 2020

52.204-19 Incorporation by Reference of Representations and Certifications. Dec 2014

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service or Equipment. Nov 2021

52.212-4 Contract Terms and Conditions--Commercial Products and Commercial Services. Dec 2022

52.223-18 Encouraging Contractor Policies to Ban Text Messaging while Driving. June 2020

52.232-39 Unenforceability of Unauthorized Obligations. Jun 2013

52.232-40 Providing Accelerated Payments to SmallBusiness Subcontractors. Nov 2021

52.247-34 FOB Destination Nov 1991

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). Apr 1984

### **DFARS Clauses Incorporated by Reference**

#### **Number Title Effective Date**

252.203-7000Requirements Relating to Compensation of Former DoD Officials. Sep 2011

252.203-7002Requirement to Inform Employees of Whistleblower Rights. Dec 2022

252.204-7003Control of Government Personnel Work Product. Apr 1992

252.204-7012Safeguarding Covered Defense Information and Cyber Incident Reporting. Dec 2019

252.204-7015Notice of Authorized Disclosure of Information for Litigation Support. May 2016

252.204-7018Prohibition on the Acquisition of Covered Defense Telecommunications Equipment orServices. Jan 2021

252.223-7008Prohibition of Hexavalent Chromium. May 2011

252.225-7001Buy American and Balance of Payments Program. Jun 2022

252.225-7002Qualifying Country Sources as Subcontractors. Mar 2022

252.225-7016Restriction on Acquisition of Ball and Roller Bearings. June 2011

252.225-7043Antiterrorism/Force Protection for Defense Contractors Outside the UnitedStates. June 2015

252.225-7048Export-Controlled Items. Jun 2013

252.232-7003Electronic Submission of Payment Requests and Receiving Reports. Dec 2018

252.232-7010Levies 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. Dec 2022

252.243-7001 Pricing of Contract Modifications. Dec 1991

252.244-7000 Subcontracts for Commercial Items. Dec 2022

252.247-7023 Transportation of Supplies by Sea Feb 2019

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

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

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

Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items. (Dec 2022)

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

(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (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 items:

[Contracting Officer check as appropriate.]

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

     (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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.)

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

\_\_ (5) [Reserved].

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (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]

X (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 (Sep 2021) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

X (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).

X (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 (Sep2021) (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 (Jan2020) (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 (Dec2010) (E.O. 13496).

(35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (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 (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

(40) (i) 52.223-13, Acquisition of EPEAT(r)-Registered Imaging Equipment (Jun 2014) (E.O.s13423 and 13514).

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

(41) (i) 52.223-14, Acquisition of EPEAT(r)-Registered Televisions (Jun 2014) (E.O.s13423 and 13514).

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

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

(43) (i) 52.223-16, Acquisition of EPEAT(r)-Registered Personal Computer Products (Oct 2015) (E.O.s13423 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 (Jun2016) (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 (Jan2021) (41 U.S.C. chapter 83).

\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 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).

X (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 Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (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).

X (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).

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

\_\_ (iii) Alternate II (Feb 2006) 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 items:

[Contracting Officer check as appropriate.]

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

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

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

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

\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. 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 (Jun 2020) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (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 (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 (Feb 2006) (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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.232-1 Payments (APR 1984)

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

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

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

(End of clause)

#### 52.232-8 Discounts for Prompt Payment

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

Discounts for Prompt Payment (FEB 2002)

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

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

(End of clause)

#### 52.232-11 Extras. Apr 1984

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

#### EXTRAS APR 1984

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

(End of clause)

#### 52.252-2 Clauses Incorporated by Reference

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

#### Clauses Incorporated By Reference FEB 1998

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

(End of clause)

#### DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlowPayment 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 WideAreaWorkflow (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 252.2327003, Electronic

Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.2327003, 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 WebBased 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 must 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 use the following document type(s).

**Invoice and Receiving Report (Combo)**

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.2131 is included in the contract.

(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.

(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 - HQ0490

Issue By DoDAAC - FA4800

Admin DoDAAC - FA4800

Inspect By DoDAAC - W81JBM

Ship To Code - W81JBM

Ship From Code - N/A

Mark For Code - W81JBM

Service Approver (DoDAAC) - W81JBM

Service Acceptor (DoDAAC) - W81JBM

Accept at Other DoDAAC - N/A

LPO DoDAAC - N/A

DCAA Auditor DoDAAC - N/A

Other DoDAAC(s) - N/A

(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 activities WAWF point of contact. N/A

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

(End of clause)

**AFFARS Clauses Incorporated by Full Text**

5352.201-9101ACC 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)

## List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Final SOR - Ft Eustis Digital Video Monitoring System	Statement of Work		12 Jan 2023	

## **Representations, Certification, & Other Statements**

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

## Evaluation Factors for Award