

This is a **COMBINED SYNOPSIS/SOLICITATION** for Sporting and Athletic equipment for Marine Forces Special Operations Command (MARFORSOC). This announcement is prepared in accordance with the format in FAR Subpart 12.6, and Part 13 as supplemented with additional information in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The solicitation is being issued as a Request for Quote (RFQ); solicitation number is **H92257-23-Q-0035**.

The Government may make multiple awards depending on the results of evaluations using the criteria outlined in the FAR 52.212-2 "Evaluation" addendum. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) **2023-01, (effective December 1, 2022)** and the DFARS Publication Notice (DPN) **20230301**. The Product Service Code (PSC) for this requirement is **7830**. The associated North American Industrial Classification System (NAICS) code for this requirement is **339920**. **The proposed acquisition is restricted to Small Business Only.**

**TYPE OF CONTRACT.** Firm-Fixed Price (FFP) purchase order.

**The Government reserves the right and may award based solely on information contained in the quote.** It is the Government's intention to award without discussions. Offerors are encouraged to present their quote in their initial submission.

All quotes submitted shall be the Contractor's Best Quote as it is the Government's intent to entertain one (1) final quote only; this includes any discounts on volume.

Offerors must scrutinize this solicitation and ensure their quotes and submissions comply with all requirements. It is not sufficient to merely state your quote complies with the solicitation requirements. You must clearly identify how your quote meets ALL the solicitation requirements.

**Section B – Supplies or Services****PERIOD OF PERFORMANCE: Delivery No Later Than 31 May 2023****SHIP TO: BB160 Courthouse Bay, Camp Lejeune, NC 28542**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Sorinex Training Bumpers P09881 (45lb)	16	Each		
	<p>Sorinex Training Bumpers have a large steel disc collar with six screws, which securely lock in and integrate with all Olympic sized weightlifting barbells.</p> <p>Plate Diameter 17.72 in, Width 2.12inch (IWF Standard)</p> <p>Hub Steel 6-Screw, 10 lb - Steel Insert</p> <p>Tolerance 3%</p> <p>Durometer Type A 85</p> <p>Material: Premium Rubber</p> <p>Warranty 4 Years</p> <p><b>Brand name or Equal</b></p> <p>FFP</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: M209703266807</p> <p>PSC CD: 7830</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0002	Sorinex Training Bumpers P09881 (25lb)	12	Each		
	<p>Sorinex Training Bumpers have a large steel disc collar with six screws, which securely lock in and integrate with all Olympic sized weightlifting barbells.</p> <p>Plate Diameter 17.72 in, Width 1.25inch (IWF Standard)</p> <p>Hub Steel 6-Screw, 10 lb - Steel Insert</p> <p>Tolerance 3%</p> <p>Durometer Type A 85</p> <p>Material: Premium Rubber</p> <p>Warranty 4 Years</p> <p><b>Brand name or Equal</b></p> <p>FFP</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: M209703266807</p> <p>PSC CD: 7830</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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0003 Sorinex Training Bumpers P09881 (10lb)

12

Each

Sorinex Training Bumpers have a large steel disc collar with six screws, which securely lock in and integrate with all Olympic sized weightlifting barbells.

Plate Diameter 17.72 in, Width 1inch (IWF Standard)

Hub Steel 6-Screw, 10 lb - Steel Insert

Tolerance 3%

Durometer Type A 85

Material: Premium Rubber

Warranty 4 Years

**Brand name or Equal**

FFP

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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0004 Sorinex 0-90 NP3 Adjustable Bench P05499 + (Diamond Spotter steps)

4

Each

Adjustable to 7 positions: 0°, 15°, 30°, 45°, 60°, 75°, 90°.

Urethane wheels and an integrated vertical rubber storage stopper make this bench extremely versatile and easy to move in and out of working areas.

Length 58" and Width 28"

Pad Width - 12" (Wide Pad Option Available)

Height - 20"

Wheels - Urethane

Upholstery - Premium Naugahyde Leather

**Brand name or Equal**

FFP

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0005	Sorinex Tendo power Analyzer (without Mat) P02495	4	Each		

Tendo unit provides you with data such as velocities and power outputs that were exerted during an exercise. Tendo Power Analyzer Measures and Calculates Average Power, Partial Average Power, and Peak Power (for Power training).

Peak Velocity = for Olympic lift exercises

Average Velocity = for Velocity Based Training

Peak Force = for Rate of Force Development

Eccentric Average Velocity = for different training goals

Recovery time = for endurance training

Rest time between reps or sets

Percent value of the best repetition on each rep

Length 12" and Width 4"

Material - Plastic/ Aluminum

Color - Black, Yellow

Bluetooth Compatible - Yes

Computer Compatible - Yes

**Brand name or Equal**

FFP

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0006	Sorinex The Bulldog Pad P08631	2	Each		

Sorinex Training Bumpers have a large steel disc collar with six screws, which securely lock in and integrate with all Olympic sized weightlifting barbells.

Plate Diameter 17.72 in, Width 1.25inch (IWF Standard)

Hub Steel 6-Screw, 10 lb - Steel Insert

Tolerance 3%

Durometer Type A 85

Material: Premium Rubber

Warranty 4 Years

**Brand name or Equal**

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0007 Perform Better First Place Competitor Hurdle  
4 Each

They "roll over" easier than rigid "L" hurdles so they are ideal for teaching beginners. "U" style hurdles eliminate stepping on the front support bar.  
Height adjusts to 30", 33", 36", 39" and 42".  
Rocker style hurdles are fully legal for high school.  
One-piece welded 16-gauge galvanized steel base  
No front bar to trip over.  
Meets National High School Federation Rules

**Brand name or Equal**

FFP

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0008 Perform Better Extreme Thai Bag SKU: 2814-07  
1 Each

The PB Extreme Thai Bag is and made of heavy-duty vinyl to withstand the toughest workout  
Diameter: 16"  
Height: 6 feet  
Weight: 130lb

**Brand name or Equal**

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0009 Perform Better Cat Belt SKU: 3619-25  
4 Each

4" padded neoprene belt has a double locking closure system for extra durability. Includes 2 D-rings on the belt, allowing for 180-degree swivel of bands and cords.

**Brand name or Equal**

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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0010 Perform Better Sling Shot Hip Circle SKU: 1212-01-15.0  
3 Each

For hip and glute activation and strength.  
Item Dimensions: L-7in x W-3in x H-1 in

**Brand name or Equal**

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0011	Perform Better First Place Banana Step 6" SKU: 3414-06	10	Each		
	Molded from tubular PVC. Lightweight, portable, the 6" and 12" steps weigh less than 1 lb				
	<b>Brand name or Equal</b> FFP FOB: Destination PURCHASE REQUEST NUMBER: M209703266807 PSC CD: 7830				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0012	Perform Better First Place Banana Step 12" SKU: 3414-12	10	Each		
	They "roll over" easier than rigid "L" hurdles so they are ideal for teaching beginners. "U" style hurdles eliminate stepping on the front support bar. Height adjusts to 30", 33", 36", 39" and 42". Rocker style hurdles are fully legal for high school. One-piece welded 16-gauge galvanized steel base No front bar to trip over. Meets National High School Federation Rules				
	<b>Brand name or Equal</b> FFP FOB: Destination PURCHASE REQUEST NUMBER: M209703266807 PSC CD: 7830				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0013	Perform Better Saucer Cones set of 12 SKU: 3624-7.5-Orange	8	Each		
	Cones for agility drills Bright color makes them easy to see on any surface. Latex free. Available in 7.5" and 12" diameter.				
	<b>Brand name or Equal</b> FFP FOB: Destination PURCHASE REQUEST NUMBER: M209703266807 PSC CD: 7830				

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0014 (Free Motion) Dual Cabe Cross Inclusive use #G624IU

The G624-IU meets ASTM International standards for inclusive fitness equipment.  
Resistance: 80 lb / 36.3 kg each stack  
Weight Stack Configuration: 3.3 - 80 lb / 1.5 - 36.3 kg each  
Pulleys: Dual swivel pulleys  
Cable Travel: 97 in / 246.4 cm per side  
Rubber Feet: Molded floor protectors  
Standard Frame Colors: Black River, Flat Black, White River, Platinum Sparkle  
Weight Stack: Stack 1: 240 lb / 108.9 kg, Stack 2: 240 lb / 108.9 kg  
Max Arm Extension Product Dimensions L 70 in x W 122 in x H 92 in  
Product Weight: 1,246 lb / 565.2 kg  
CE, Class S, ISO 20957-1,  
ISO 20957-2, ASTM F3021-17, ASTM F2216-17

**Brand name or Equal**

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0015 Rogue V2 Gun Rack with plastic inserts

The V2 Gun Rack™ features precision-bent, 7-gauge steel brackets and a unique rung design that will support either the sleeve or the shaft of any standard weight bar with protective plastic liners with their order will also receive the necessary hardware for joining the inserts to the rack. Mounting hardware for the overall unit is not included.

**Brand name or Equal**

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0016 Woodway 4 Front

Treadmill dimensions: 72" L X 35" W X 64" H  
Running surface: 68" L X 22" W  
Speed adjustable from 0-12.5 MPH  
Incline adjustable from 0%-15% grade  
Resistance adjustable from 0-60 LBS  
Weight capacity 400LBS (running) to 800 LBS (walking)  
Unit weight 445 LBS  
3 year warranty on all components  
1 year warranty on labor  
5 year warranty on drive motor

**Brand name or Equal**

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0017	Mag Medium Grip Neutral	2	Each		
	Approx 22" wide (middle finger to middle finger)				
	<b>Brand name or Equal</b> FFP FOB: Destination PURCHASE REQUEST NUMBER: M209703266807 PSC CD: 7830				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0018	Ancore Pro Cable Trainer Plus (65LB) with rack mount	6	Each		
	1 x ANCORE Pro Base Unit 1 x Strap Mount 4 x 10 lbs resistance plates 2 x 5 lbs resistance plates Handle attachment				
	<b>Brand name or Equal</b> FFP FOB: Destination PURCHASE REQUEST NUMBER: M209703266807 PSC CD: 7830				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0019	Sorinex Lat-Pull Low-Row Stand Alone Machine	1	Each		
	Must be compatible with Base Camp Sorinex equipment Must be manufactured utilizing a dual cable connection system to maintain a 1:1 resistance ratio Must include knurled foot pegs adjustable to 12 different positions Cable must be constructed of 3/16" inch nylon coated aircraft cable Depth 51", Width 43", Height 101.125" Weight Stack 300 LB Selectorized Plate Stack Resistance Ratio 1:1				
	<b>Brand name or Equal</b> FFP FOB: Destination PURCHASE REQUEST NUMBER: M209703266807 PSC CD: 7830				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0020	Shipping	1	Each		
	FFP FOB: Destination PURCHASE REQUEST NUMBER: M209703266807 PSC CD: 7830				



## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0002	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0003	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0004	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0005	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0006	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0007	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0008	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0009	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0010	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0011	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0012	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0013	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0014	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0015	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0016	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0017	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government

CLIN 0018	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0019	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government
CLIN 0020	INSPECT AT Government	INSPECT BY Government	ACCEPT AT Government	ACCEPT BY Government

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: [https://www.acquisition.gov/?q=Supplemental\\_Regulations](https://www.acquisition.gov/?q=Supplemental_Regulations)

(End of provision)

#### 52.252-2 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):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: [https://www.acquisition.gov/?q=Supplemental\\_Regulations](https://www.acquisition.gov/?q=Supplemental_Regulations)

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

##### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
252.204-7016	Covered Defense Telecommunications Equipment or Services--Representation	DEC 2019
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019

252.225-7000	Buy American--Balance of Payments Program Certificate--Basic	NOV 2014
52.212-3	Offeror Representations and Certifications—Commercial Items	OCT 2014
52.222-19	Child Labor—Cooperation with Authorities and Remedies	DEC 2022
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation	DEC 2016
52.252-5	Authorized Deviations in Provisions	NOV 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services--Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services--Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7017	Notice of Supply Chain Risk	DEC 2022
252.239-7018	Supply Chain Risk	DEC 2022
252.244-7000	Subcontracts for Commercial Items	JAN 2023
252.247-7022	Representation of Extent of Transportation by Sea	JUN 2019
252.247-7023	Transportation of Supplies by Sea--Basic	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-6 Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (Nov 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST ( <https://assist.dla.mil/online/start/>).

(ii) Quick Search ( <http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard ( <https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier.(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award

Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### ADDENDUM 52.212-1

##### Quote Preparation and Submission Instructions.

(1) All questions concerning this procurement, either technical or contractual must be submitted in writing, via email, to the Contracting Office. **The deadline for submittal of follow up questions regarding this solicitation is 20 March 2023 at 12:00 PM Eastern Standard Time (EST).** The Government's responses will be provided via **solicitation/RFQ amendment**. No direct exchanges between the technical representative and a prospective Offeror shall be conducted unless it is deemed necessary by the Contracting Officer. **Questions shall be submitted via email to: Betty Gonzalez, [beatriz.gonzalez.civ@socom.mil](mailto:beatriz.gonzalez.civ@socom.mil), and Michel Leandre, [michel.j.leandre.civ@socom.mil](mailto:michel.j.leandre.civ@socom.mil), referencing RFQ number and company full name in email subject line section.**

(2) **Quotes must be received no later than 27 March 2023 at 12:00 PM Eastern Standard Time (EST).** Quotes received after this time frame shall not be considered for award. The Government will award the contract resulting from this solicitation to the responsible offeror whose offer is conforming to the solicitation and will be the most advantageous to the Government. The prospective offeror must be registered with the System for Award Management (SAM) website at <http://www.sam.gov> to be considered for award. The offeror agrees to hold the

prices in its quote firm for **90 calendar days** from the date specified for receipt of quotes. **Quotes shall be emailed to: Betty Gonzalez, [beatriz.gonzalez.civ@socom.mil](mailto:beatriz.gonzalez.civ@socom.mil), and Michel Leandre, [michel.j.leandre.civ@socom.mil](mailto:michel.j.leandre.civ@socom.mil).**

**Offerors must provide the following information in their quote: DUNS #, CAGE CODE #, and TIN #**

For email quotes, the Government office designated for receipt of the quote is the email inbox of the addressee indicated above. Notwithstanding the provisions at FAR 52.212-1(c), delivery is not accomplished until the addressee can open the email; delivery to a server or an email inbox on a server is not considered delivery to the designated Government office and the quotation is not under the Government's control until the addressee can open the email. The email shall not be considered to be delivered unless the entire content of the email and all attachments can be read by the addressee indicated above. Receipt of an electronic acknowledgment from the addressee establishes that a record was received but does not establish that the content sent corresponds to the content received. **Email attachments are limited to no more than 10 MB.** Vendors are specifically warned that email may be subjected to spam filters or attachment stripping.

All transmissions must clearly state the solicitation number and the name of the contracting specialist on the first page to ensure proper receipt.

(3) Comprehensive responses to the requirements of this RFQ are required to enable the Government to evaluate the Offeror's understanding of, capability and approaches to accomplish the stated requirements. Quotes shall be submitted per the instructions herein, and non-conformance with the specified required content may be cause for rejection of the quote. The quote shall provide comprehensive responses to the areas provided for in this section. The quote shall be a complete response to the list of items above and the requirements of this RFQ, taking into consideration required quantities and delivery schedules specified in this solicitation. The successful Offeror will be selected based on an evaluation of quotes as outlined in FAR 52.212-2, incorporated below.

(4) Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale in their quote.

#### **Quote Format and Content.**

Offerors shall submit their own quote formatting in accordance with the following:

- File size may not exceed 10 MB.
- Page size 8-1/2" x 11", landscape or portrait orientation is acceptable.
- Font may not be any smaller than 10 pt.
- No Elaborate formats, graphics, color presentations are required.
- Quote validity period of at least 90 days.
- Must include Item number, Equipment Name, Brand, and Item Description (if an alternate item is offered, then the offeror must identify it as such in their quote.)

**Note:** Vendor must ensure this document is reviewed in its entirety. Failure to provide all required documents may determine your quote technically unacceptable.

(End of provision)

#### **52.212-2 EVALUATION--COMMERCIAL ITEMS (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:

(b) The Government intends to award a Firm Fixed Price type contract to the responsible vendor whose overall quote represents the **best value** after evaluation in accordance with the factors in the solicitation. To arrive at a selection decision, the Contracting Officer will perform an integrated assessment using the evaluation factors



described in this solicitation. This may result in awards being made to the higher rated, potentially higher priced quote(s) where the decision is consistent with the evaluation factors. This is a competitive, **best value trade-off selection** that will be conducted in accordance with (IAW) with FAR 13, and as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS) and Special Operations Federal Acquisition Regulation Supplement (SOFARS). The following factors will be used to evaluate quotes and are in descending order of importance; Technical, Past Performance and Price. **Technical (Item Specifications) is more important than price.**

- (i) **Factor 1 – Technical (Item Specification):** Factor 1 will be evaluated based on the offeror's proposed items. Additionally, the offeror's quote will be evaluated on delivery lead times and item availability. Offerors who offer the exact items the government is requesting instead of alternatives will be favorably evaluated. Offerors who quote shorter lead times and items that adhere to the item specifications in the RFQ, which are available to ship within 30 days after receipt of award, will also be favorably evaluated. Technical ratings are as follows:
  - a. **Exceeds Requirements:** Quoted items exceed specification, delivery, and/ or availability requirements.  
**Example:** a quote may be given this rating if the offeror submits a quote for the exact items request, with minimal (less than 8) alternatives and is able to start delivery within 30 days after receipt of award.
  - b. **Meets Requirements:** Quoted items meet specification, delivery, and availability requirements.  
**Example:** a quote may be given this rating if the offeror submits a quote for the items requested with alternative items that meet the criteria and is able to start delivery within 30 days after receipt of award.
  - c. **Unacceptable:** Quote clearly does not meet minimum requirements. Quote is unawardable.
- (ii) **FACTOR 2 - Price:** The evaluated price will be determined using the total price for base and all option years. The offeror's quoted price will be evaluated per FAR 13.106-3(a). Offerors responding to this solicitation are advised that, prior to award, the Government may request offerors to submit information/data to support price reasonableness such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price list with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted quote.

(b) 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)

#### 52.212-5 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:

xx (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.)

xx (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).

xx (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]

xx (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.

xx (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).

xx (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) (15 U.S.C. 637(a)(17)).

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

xx (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

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

xx (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).

xx (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).

xx (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®-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 (Jun 2014) 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.

xx (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 (Jun 2016) (E.O. 13693).

xx (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 (Jan 2021) (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).

\_\_ (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. 2302Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021) .
- \_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- xx (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- xx (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:

- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-55, Minimum Wages 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 (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 (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)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall—

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

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

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

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

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

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

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.  
“2-in-1 Services”

(ii) For fixed price line items—

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

Combo

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0871
Issue By DoDAAC	H92257
Admin DoDAAC**	H92257
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

**WAWF Acceptor: TBD**

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

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

(End of clause)