

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

<b>NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.</b>			1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER ( <i>No collect calls</i> )
8. OFFER DUE DATE/ LOCAL TIME				

9. ISSUED BY	CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:
			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> VETERAN-OWNED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)
			NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): _____ SIZE STANDARD: _____

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> FOR PROPOSAL (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 NUMBER					

<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 NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT ( <i>For Government Use Only</i> )
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )		
30b. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )	31c. DATE SIGNED

## **Solicitation/Contract Form**

FY23 LAK Washer Dryer Lease and Maintenance

Proposal Identifier: FA301623R0004

Date: 10 Feb 2023

## Supplies or Services & Prices or Costs

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Washers (950 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/ Dryer Maintenance, and 1.2.5 Washers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	11,400	Each		
0002	<p>18 lb Electric Dryers (105 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1,260	Each		
0003	<p>18 lb Gas Dryers (222 per month) IAW Performance Work Statement Paragraph (s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	2,664	Each		
0004	<p>18 lb Gas Stackable Dryers (43 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	516	Each		
0005	<p>30 lb Gas Stackable Dryers (71 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	852	Each		
0006	<p>18 lb Electric Stackable Dryers (301 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	3,612	Each		

0007	<p>Washer Stackable Combos (28 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5 Washers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	336	Each		
0008	<p>Washers, Large Capacity (8 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5. Washer/ 1.2.5.1 Large Capacity Washers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	96	Each		
0009	<p>Remove/Reinstall Washers and Single Stack Dryers IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	80	Each		
0010	<p>Remove/Reinstall Stack Washers/Dryers or Dryer sets IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	60	Each		
0011	<p>Washer/Dryer Abuse IAW PWS paragraph 1.2.20. Not-to-Exceed (NTE) amount of \$3,000.00</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1	Lot		
0012	<p>Bi-Monthly Duct Cleanings IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	720	Each		
0013	<p>Quarterly Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	320	Each		
0014	<p>Annual Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	5	Each		
	Phase/In IAW Performance Work Statement 1.2.16. Phase-In. This includes				

0015	<p>delivery fee and setup per machine</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1	Months		
0101	<p>Washers (950 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/ Dryer Maintenance, and 1.2.5 Washers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	11,400	Each		
0102	<p>18 lb Electric Dryers (105 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1,260	Each		
0103	<p>18 lb Gas Dryers (222 per month) IAW Performance Work Statement Paragraph (s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	2,664	Each		
0104	<p>18 lb Gas Stackable Dryers (43 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	516	Each		
0105	<p>30 lb Gas Stackable Dryers (71 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	852	Each		
0106	<p>18 lb Electric Stackable Dryers (301 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	3,612	Each		
	<p>Washer Stackable Combos (28 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5 Washers. (ESTIMATED QUANTITIES)</p>				

0107	Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	336	Each		
0108	Washers, Large Capacity (8 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5. Washer/ 1.2.5.1 Large Capacity Washers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	96	Each		
0109	Remove/Reinstall Washers and Single Stack Dryers IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	80	Each		
0110	Remove/Reinstall Stack Washers/Dryers or Dryer sets IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	60	Each		
0111	Washer/Dryer Abuse IAW PWS paragraph 1.2.20. Not-to-Exceed (NTE) amount of \$3,000.00  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0112	Bi-Monthly Duct Cleanings IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	720	Each		
0113	Quarterly Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	320	Each		
0114	Annual Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	5	Each		
0201	Washers (950 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/ Dryer Maintenance, and 1.2.5 Washers. (ESTIMATED QUANTITIES)	11,400	Each		

	<p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>				
0202	<p>18 lb Electric Dryers (105 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1,260	Each		
0203	<p>18 lb Gas Dryers (222 per month) IAW Performance Work Statement Paragraph (s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	2,664	Each		
0204	<p>18 lb Gas Stackable Dryers (43 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	516	Each		
0205	<p>30 lb Gas Stackable Dryers (71 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	852	Each		
0206	<p>18 lb Electric Stackable Dryers (301 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	3,612	Each		
0207	<p>Washer Stackable Combos (28 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5 Washers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	336	Each		
0208	<p>Washers, Large Capacity (8 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5. Washer/ 1.2.5.1 Large Capacity Washers. (ESTIMATED QUANTITIES)</p>	96	Each		

	Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
0209	Remove/Reinstall Washers and Single Stack Dryers IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	80	Each		
0210	Remove/Reinstall Stack Washers/Dryers or Dryer sets IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	60	Each		
0211	Washer/Dryer Abuse IAW PWS paragraph 1.2.20. Not-to-Exceed (NTE) amount of \$3,000.00  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0212	Bi-Monthly Duct Cleanings IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	720	Each		
0213	Quarterly Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	320	Each		
0214	Annual Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	5	Each		
0301	Washers (950 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/ Dryer Maintenance, and 1.2.5 Washers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	11,400	Each		
0302	18 lb Electric Dryers (105 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)  Product Service Code: W079	1,260	Each		

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
0303	18 lb Gas Dryers (222 per month) IAW Performance Work Statement Paragraph (s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	2,664	Each		
0304	18 lb Gas Stackable Dryers (43 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	516	Each		
0305	30 lb Gas Stackable Dryers (71 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	852	Each		
0306	18 lb Electric Stackable Dryers (301 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	3,612	Each		
0307	Washer Stackable Combos (28 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5 Washers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	336	Each		
0308	Washers, Large Capacity (8 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5. Washer/ 1.2.5.1 Large Capacity Washers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	96	Each		
0309	Remove/Reinstall Washers and Single Stack Dryers IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)  Product Service Code: W079	80	Each		

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
0310	Remove/Reinstall Stack Washers/Dryers or Dryer sets IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	60	Each		
0311	Washer/Dryer Abuse IAW PWS paragraph 1.2.20. Not-to-Exceed (NTE) amount of \$3,000.00  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0312	Bi-Monthly Duct Cleanings IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	720	Each		
0313	Quarterly Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	320	Each		
0314	Annual Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	5	Each		
0401	Washers (950 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/ Dryer Maintenance, and 1.2.5 Washers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	11,400	Each		
0402	18 lb Electric Dryers (105 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3 Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,260	Each		
0403	18 lb Gas Dryers (222 per month) IAW Performance Work Statement Paragraph (s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, and 1.2.6. Dryers. (ESTIMATED QUANTITIES)  Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	2,664	Each		

0404	<p>18 lb Gas Stackable Dryers (43 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	516	Each		
0405	<p>30 lb Gas Stackable Dryers (71 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	852	Each		
0406	<p>18 lb Electric Stackable Dryers (301 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.6. Dryers and 1.2.6.1 Stackable Dryers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	3,612	Each		
0407	<p>Washer Stackable Combos (28 sets per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5 Washers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	336	Each		
0408	<p>Washers, Large Capacity (8 per month) IAW Performance Work Statement Paragraph(s) 1.2.4 Washer/Dryer Appliances, 1.2.4.3. Washer/Dryer Maintenance, 1.2.5. Washer/ 1.2.5.1 Large Capacity Washers. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	96	Each		
0409	<p>Remove/Reinstall Washers and Single Stack Dryers IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	80	Each		
0410	<p>Remove/Reinstall Stack Washers/Dryers or Dryer sets IAW Performance Work Statement Paragraph(s) 1.2.13 Machine Reinstallation, 1.2.14 Machine Relocation. (ESTIMATED QUANTITIES)</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	60	Each		

0411	<p>Washer/Dryer Abuse IAW PWS paragraph 1.2.20. Not-to-Exceed (NTE) amount of \$3,000.00</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	1	Lot		
0412	<p>Bi-Monthly Duct Cleanings IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	720	Each		
0413	<p>Quarterly Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	320	Each		
0414	<p>Annual Dryer Duct Cleaning IAW Performance Work Statement Paragraph(s) 1.2.11. Access to Ducts, 1.2.12. Duct Cleaning.</p> <p>Product Service Code: W079 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price</p>	5	Each		

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

### **Requirements**

FY23 LAK Washer Dryer Lease and Maintenance

## **Packaging and Marking**

## Inspection and Acceptance

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
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0004	<p>Inspection and Acceptance Location</p>

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0102	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal</p>

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0104	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0105	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0106	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p>

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0107	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
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0109	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p>

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0110	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
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0113	<p>Inspection and Acceptance Location</p>

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0114	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0201	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0202	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955</p>

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0203	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0204	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0205	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>

0206	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
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0309	<p>Inspection and Acceptance Location</p>

	<p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0310	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0311	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0312	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955</p>

	<p>1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0313	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0314	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0401	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>

0402	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0403	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0404	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0405	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p>

	<p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0406	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0407	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0408	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal</p>

	<p>Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0409	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0410	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0411	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0412	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p>

	<p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0413	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>
0414	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: WAWF invoicing for inspection and acceptance.</p> <p>DoDAAC: F2M3CB CountryCode: USA</p> <p>F2M3CB 502 CES CERF AF NO MILSBILLS PROC CP 2102213955 1675 GOTT ST JBSA LACKLAND, TX 78236-5643 UNITED STATES</p> <p>Liney Neal Email: liney.neal.1@us.af.mil Telephone: 210-671-7216</p>





## Deliveries or Performance

Overall Contract Delivery Period

Contractor

Destination

Line Item	Delivery Schedule	QTY	Address and POC
0001	Period of Performance From 01 Jun 2023 To 30 Apr 2024	11,400 Each	
0002	Period of Performance From 01 Jun 2023 To 30 Apr 2024	1,260 Each	
0003	Period of Performance From 01 Jun 2023 To 30 Apr 2024	2,664 Each	
0004	Period of Performance From 01 Jun 2023 To 30 Apr 2024	516 Each	
0005	Period of Performance From 01 Jun 2023 To 30 Apr 2024	852 Each	
0006	Period of Performance From 01 Jun 2023 To 30 Apr 2024	3,612 Each	
0007	Period of Performance From 01 Jun 2023 To 30 Apr 2024	336 Each	
0008	Period of Performance From 01 Jun 2023 To 30 Apr 2024	96 Each	
0009	Period of Performance From 01 Jun 2023	80 Each	

	To 30 Apr 2024		
0010	Period of Performance From 01 Jun 2023 To 30 Apr 2024	60 Each	
0011	Period of Performance From 01 Jun 2023 To 30 Apr 2024	1 Lot	
0012	Period of Performance From 01 Jun 2023 To 30 Apr 2024	720 Each	
0013	Period of Performance From 01 Jun 2023 To 30 Apr 2024	320 Each	
0014	Period of Performance From 01 Jun 2023 To 30 Apr 2024	5 Each	
0015	Period of Performance From 01 May 2023 To 31 May 2023	1 Months	
0101	Period of Performance From 01 May 2024 To 30 Apr 2025	11,400 Each	
0102	Period of Performance From 01 May 2024 To 30 Apr 2025	1,260 Each	
0103	Period of Performance From 01 May 2024 To 30 Apr 2025	2,664 Each	
0104	Period of Performance From 01 May 2024 To 30 Apr 2025	516 Each	

0105	Period of Performance From 01 May 2024 To 30 Apr 2025	852 Each	
0106	Period of Performance From 01 May 2024 To 30 Apr 2025	3,612 Each	
0107	Period of Performance From 01 May 2024 To 30 Apr 2025	336 Each	
0108	Period of Performance From 01 May 2024 To 30 Apr 2025	96 Each	
0109	Period of Performance From 01 May 2024 To 30 Apr 2025	80 Each	
0110	Period of Performance From 01 May 2024 To 30 Apr 2025	60 Each	
0111	Period of Performance From 01 May 2024 To 30 Apr 2025	1 Lot	
0112	Period of Performance From 01 May 2024 To 30 Apr 2025	720 Each	
0113	Period of Performance From 01 May 2024 To 30 Apr 2025	320 Each	
0114	Period of Performance From 01 May 2024 To 30 Apr 2025	5 Each	
0201	Period of Performance From	11,400 Each	

	01 May 2025 To 30 Apr 2026		
0202	Period of Performance From 01 May 2025 To 30 Apr 2026	1,260 Each	
0203	Period of Performance From 01 May 2025 To 30 Apr 2026	2,664 Each	
0204	Period of Performance From 01 May 2025 To 30 Apr 2026	516 Each	
0205	Period of Performance From 01 May 2025 To 30 Apr 2026	852 Each	
0206	Period of Performance From 01 May 2025 To 30 Apr 2026	3,612 Each	
0207	Period of Performance From 01 May 2025 To 30 Apr 2026	336 Each	
0208	Period of Performance From 01 May 2025 To 30 Apr 2026	96 Each	
0209	Period of Performance From 01 May 2025 To 30 Apr 2026	80 Each	
0210	Period of Performance From 01 May 2025 To 30 Apr 2026	60 Each	
0211	Period of Performance From 01 May 2025 To 30 Apr 2026	1 Lot	

0212	Period of Performance From 01 May 2025 To 30 Apr 2026	720 Each	
0213	Period of Performance From 01 May 2025 To 30 Apr 2026	320 Each	
0214	Period of Performance From 01 May 2025 To 30 Apr 2026	5 Each	
0301	Period of Performance From 01 May 2026 To 30 Apr 2027	11,400 Each	
0302	Period of Performance From 01 May 2026 To 30 Apr 2027	1,260 Each	
0303	Period of Performance From 01 May 2026 To 30 Apr 2027	2,664 Each	
0304	Period of Performance From 01 May 2026 To 30 Apr 2027	516 Each	
0305	Period of Performance From 01 May 2026 To 30 Apr 2027	852 Each	
0306	Period of Performance From 01 May 2026 To 30 Apr 2027	3,612 Each	
0307	Period of Performance From 01 May 2026 To 30 Apr 2027	336 Each	
	Period of Performance	96 Each	

0308	From 01 May 2026 To 30 Apr 2027		
0309	Period of Performance From 01 May 2026 To 30 Apr 2027	80 Each	
0310	Period of Performance From 01 May 2026 To 30 Apr 2027	60 Each	
0311	Period of Performance From 01 May 2026 To 30 Apr 2027	1 Lot	
0312	Period of Performance From 01 May 2026 To 30 Apr 2027	720 Each	
0313	Period of Performance From 01 May 2026 To 30 Apr 2027	320 Each	
0314	Period of Performance From 01 May 2026 To 30 Apr 2027	5 Each	
0401	Period of Performance From 01 May 2027 To 30 Apr 2028	11,400 Each	
0402	Period of Performance From 01 May 2027 To 30 Apr 2028	1,260 Each	
0403	Period of Performance From 01 May 2027 To 30 Apr 2028	2,664 Each	
0404	Period of Performance From 01 May 2027	516 Each	

	To 30 Apr 2028		
0405	Period of Performance From 01 May 2027 To 30 Apr 2028	852 Each	
0406	Period of Performance From 01 May 2027 To 30 Apr 2028	3,612 Each	
0407	Period of Performance From 01 May 2027 To 30 Apr 2028	336 Each	
0408	Period of Performance From 01 May 2027 To 30 Apr 2028	96 Each	
0409	Period of Performance From 01 May 2027 To 30 Apr 2028	80 Each	
0410	Period of Performance From 01 May 2027 To 30 Apr 2028	60 Each	
0411	Period of Performance From 01 May 2027 To 30 Apr 2028	1 Lot	
0412	Period of Performance From 01 May 2027 To 30 Apr 2028	720 Each	
0413	Period of Performance From 01 May 2027 To 30 Apr 2028	320 Each	
0414	Period of Performance From 01 May 2027 To 30 Apr 2028	5 Each	

**FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.242-15	Stop-Work Order.	Aug 1989
52.247-34	F.o.b. Destination.	Nov 1991

**DFARS Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
252.247-7023	Transportation of Supplies by Sea.	Feb 2019

## Contract Administration Data

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991
252.204-7006	Billing Instructions.	Oct 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018

### DFARS Clauses Incorporated by Full Text

#### 252.232-7006 Wide Area WorkFlow Payment Instructions. Dec 2018

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

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

Invoice 2in1

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>F87770</u>
Issue By DoDAAC	<u>FA3016</u>
Admin DoDAAC	<u>FA3016</u>
Inspect By DoDAAC	<u>F2M3CB</u>
Ship To Code	<u>F2M3CB</u>
Ship From Code	<u>NA</u>
Mark For Code	<u>NA</u>
Service Approver (DoDAAC)	<u>F2M3CB</u>
Service Acceptor (DoDAAC)	<u>F2M3CB</u>
Accept at Other DoDAAC	<u>NA</u>
LPO DoDAAC	<u>NA</u>
DCAA Auditor DoDAAC	<u>NA</u>
Other DoDAAC(s)	<u>NA</u>

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

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

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

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

(g) *WAWF point of contact.*

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

Liney Neal, liney.neal.1@us.af.mil; N. Marie Phillips, norena.phillips@us.af.mil

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

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

(End of clause)

## Special Contract Requirements

### DFARS Clauses Incorporated by Full Text

#### 252.211-7003 Item Unique Identification and Valuation. Mar 2022

As prescribed in 211.274-6(a)(1), use the following clause:

##### ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

====	====
====	====
====	====

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

====	====
====	====
====	====

*(If items are identified in the Schedule, insert "See Schedule in this table.")*

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number \_\_\_\_\_.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_\_.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) \_\_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts.* If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)



## Contract Clauses

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires

Statement of Equivalent Rates for Federal Hires (*May 2014*)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor ( 29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the *contracting* agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Appliance Mechanic	WG-8 21.27 - Fringe Benefit 46.6%
General Worker	WG-4 18.41 - Fringe Benefit 46.6%

(End of clause)

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-3	Gratuities.	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-13	System for Award Management 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
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Dec 2022
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.228-5	Insurance-Work on a Government Installation.	Jan 1997
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984
52.242-13	Bankruptcy.	Jul 1995

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Sep 2013
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Feb 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Oct 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Dec 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	May 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2021
252.204-7023	Reporting Requirements for Contracted Services.	Jul 2021
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Dec 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019

252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	Aug 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	May 2022
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Apr 2019
252.232-7010	Levies on Contract Payments.	Dec 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration.	Apr 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jun 2013
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2012
252.244-7000	Subcontracts for Commercial Items.	Jan 2021

**FAR Clauses Incorporated by Full Text**

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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

(5) [Reserved].

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

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

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

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

(10) [Reserved].

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

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

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

(19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).

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

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

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

(23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Alternate I (OCT 2022) of 52.225-1.

(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I [Reserved].

(iii) Alternate II (DEC 2022) of 52.225-3.

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

(v) Alternate IV (Oct 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

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

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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

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

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

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

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

As prescribed in 16.506(a), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 May 2023 through 30 Apr 2028.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

## 52.216-19 Order Limitations. Oct 1995

As prescribed in 16.506(b), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than TBD, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of TBD;

(2) Any order for a combination of items in excess of TBD; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-21 Requirements. Oct 1995

As prescribed in 16.506(d), insert the following clause:

Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the expiration of the contract.

### **52.217-8 Option to Extend Services. Nov 1999**

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

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

(End of clause)

### **52.219-14 Deviation 2021-O0008 Limitations on Subcontracting (DEVIATION 2021-O0008) Oct 2022**

As prescribed in 19.507(e), insert the following clause:

#### **LIMITATIONS ON SUBCONTRACTING (SEP 2021) (DEVIATION 2021-O0008)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition*. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause --

[Contracting Officer check as appropriate.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(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. Feb 1998**

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

Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/>

(End of clause)

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

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

#### ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

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(End of clause)

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

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

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

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation[insert regulation name] (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

#### **5352.201-9101 AETC 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. The AFICC Ombudsman supporting AETC is the Deputy Director of Contracting, AFICC (OL-AET), 2035 First Street West, JBSA Randolph TX 78150-4304, telephone 210-652-1722 (DSN 487-1722). The alternate Ombudsman is the Chief, Clearance & Program Support Division, AFICC, 2035 First Street West, JBSA Randolph

TX 78150-4304, telephone 210-652-7075 (DSN 487-7075). Concerns, issues, disagreements, and recommendations that cannot be resolved at the AFICC Ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

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

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(End of clause)

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

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

### **5352.242-9000 Contractor Access to Air Force Installations Oct 2019**

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and DODMAN5200.02\_AFMAN 16-1405, Air Force Personnel Security Program citing the appropriate paragraphs as applicable.

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

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

(End of clause)

**List of Attachments**

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	ATCH 2 - PWS FY23 WASHER DRYER 9 JAN 23	Performance Work Statement		09 Feb 2023	
02	Atch 1 LAK Washer Dryer CBA	LAK WASHER DRYER CBA		09 Feb 2023	

## Representations, Certification, & Other Statements

### FAR Clauses Incorporated by Reference

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

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022
252.204-7016	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
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022

### FAR Clauses Incorporated by Full Text

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

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

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT  
(NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

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

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## **52.209-7 Information Regarding Responsibility Matters. Oct 2018**

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

INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an

approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended."Sensitive technology"-

*Sensitive technology*-

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern-

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

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

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

*Small business concern-*

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

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

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It  is,  is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and

(b). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.* ]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

==	==	==
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[List as necessary]

(3) Domestic end products containing a critical component:

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

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ==

[List as necessary]

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

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

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

Israeli End Products:

<b>Line Item No.</b>
==
==
==

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
<p style="text-align: center;">==</p>	<p style="text-align: center;">==</p>
<p style="text-align: center;">==</p>	<p style="text-align: center;">==</p>

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

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

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that-

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

(ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

### **52.212-3 Alternate I Offeror Representations and Certifications-Commercial Products and Commercial Services. (Alternate I) Oct 2022**

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

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

- (1) It  is  is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [Offeror shall select one] from the excise tax.

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

- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

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

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

(End of provision)

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

### ADDENDUM TO FAR 52.212-1 Instructions to Offerors - Commercial Items

Addendum to 52.212-1(b), Instructions to Offerors. The paragraph is tailored as follows:

1.0 General Instructions. This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with (IAW) these instructions. The Offeror shall be compliant with the requirements as stated in the solicitation. A proposal that is sufficiently documented to support technical capability and price in a complete, orderly, and specific detailed manner will enable the Government to perform a thorough and fair evaluation. Compliance with the instructions and solicitation is mandatory. Failure to comply may result in an unfavorable proposal evaluation and render the proposal ineligible for award.

2.0 Information Regarding Submission Requirements. Documents submitted in response to this solicitation must comply with requirements of the solicitation and Performance Work Statement (PWS). To be considered, the complete proposal must be submitted electronically and contain both Volume I and Volume II. The proposal must be received not later than the date and time established in Block 8 of the SF1449. Late proposals will be processed in accordance with FAR 52.212-1(f) "Late submission, modifications, revisions, and withdrawals of offers." Submit proposals electronically via email to the following email addresses no later than 6 Mar 2023 1:00 P.M. CST:

CS/Recipient: N. Marie Phillips

Email: norena.phillips@us.af.mil

CO/Recipient: Lauren Macias

Email: lauren.macias.1@us.af.mil

Offerors should be aware of the potential that the Government experiences delays in email service to JBSA Lackland and take all necessary precautions. All proposals must be in English. **FAX OR HARD COPY PROPOSALS SHALL NOT BE CONSIDERED.**

3.0 Questions. All questions must be submitted in writing through email by Thursday, 23 Feb 2023 at 10:00 am CST. Responses to questions will be posted on the SAM.gov, contracting opportunities website as received. Questions submitted after this date will not be considered. Submit question electronically via email to the following email addresses

CS/Email: norena.phillips@us.af.mil

CO/Email: lauren.macias.1@us.af.mil

3.1 "Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs."

3.2 Site Visit. A site visit will be scheduled for Tuesday, 21 Feb 2023 at 10:00 am CST at JBSA Lackland, TX. The meeting place will be the **Luke East Gate visitor's center**--- Departure to the site will be promptly at 9:30 am CST. The Government WILL NOT provide transportation to travel between the sites. IAW JBSA health safety measures, masks may be mandatory and social distancing measures shall be taken. The Government reserves the right to dismiss any individual in attendance not adhering to the aforementioned safety measures. Interested parties should send a request to N. Marie Phillips norena.phillips@us.af.mil and Lauren Macias at lauren.macias.1@us.af.mil NOT LATER THAN Friday, 17 Feb 2023 at 11:00 am CST. The request should include the following information: (a) Name(s) of the individuals who will be in attendance (b) State or Federal issued Identification such as Driver's License, State Identification, or U.S. Passport (c) Vehicle Information (License plate state and number) This information will be used to obtain base access passes and safeguarded IAW procedures outlined in the Privacy Act of 1974 and DoD 5400.11R. A mask must be worn IAW federal and local base policies; any person without a mask may be denied entrance to the base, base facilities, and may be asked to not attend the site visit by Government personnel.

4.0 Proposal Preparation and Format Instructions. This section provides general guidance for preparing proposals in regards to the format and content of the proposal. Each volume shall be complete in itself and shall be written on a stand-alone basis so that its contents may be evaluated on a stand-alone basis. Cross Referencing between volumes is not permitted. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted.

To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein; all the requirements specified in this solicitation are mandatory. Offerors are representing that your firm will perform all the requirements specified in the solicitation by submitting your proposal. Offerors are required to meet all solicitation requirements, including terms and conditions, and representations and certifications, in addition to those identified as evaluation factors or subfactors. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

4.1 Page Limitations. Page limitations shall be treated as maximums. Total page count will be based on the printed proposal submission (front and back equals one page). If page limitations are exceeded, excess pages will not be read nor considered in the evaluation of the proposal. A page is defined as front and back of an 8.5 x 11 inch sheet of paper containing information. All information except for document numbers, page number, etc., shall be provided in an image area with no less than one inch in margin. The maximum number of pages for each volume is listed below. Price information shall be limited to Volume I.

If multiple documents are to be submitted for Volume II, the offeror must include the words "Volume II" in the file name of each document. The offeror shall ensure that the combined pages for all the documents submitted for Volume II meets the page limitation IAW para 4.1. The Government will read the documents in order of the Technical Factors listed below in para 5.2. The Government will not read or evaluate any pages or documents that go beyond the page limitation but will be retained in the file. See table below for specific number pages for each of the Volumes.

Volume I -Contracting & Pricing Proposal: No page limitation

Volume II -Technical Proposal Limit to no more than thirty (30) pages total

Pages Counted. Each page shall be counted except for the following:

- (a)Cover pages
- (b)Table of Contents
- (c)List of Figures
- (d)Glossaries
- (e)Tabs
- (f)Dividers
- (g)Blank pages

4.2 Text type should be Times New Roman or Arial, no smaller than 12-point with normal proportional spacing. Illustrations and tables shall be no smaller than Times New Romans or Arial 10 point. Text lines will be, at a minimum, single-spaced.

4.3 Tables, Charts, Graphs, and Figures. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches in size. For graphics, exhibits and figures, text shall be no smaller than Times New Roman or Arial 10-point font. Text within tables shall be no smaller than Times New Roman or Arial 10-point font.

4.4 Proposal Clarity. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation of the Offeror's capabilities and for substantiating the validity of stated claims. The Offeror's proposal shall not simply rephrase, reiterate, or restate the Government's own language, but rather shall provide convincing rationale describing how it intends to fulfill the requirement. Legibility, clarity, and coherence are very important. Provide as specifically as possible the actual methodology you would use for accomplishing and satisfying the requirements. The Offeror shall assume that the Government has no prior knowledge of its capabilities, facilities and experience, and will base the evaluation on the information presented in the Offeror's proposal.

4.5 Decimals in Pricing. The proposal's pricing per unit and extended prices shall consist of no more than two (2) decimal places.

5.0 Specific Proposal Instructions. To assure timely and equitable evaluation of the proposal, the Offeror must follow the instructions contained herein. The proposal must be complete, stand-alone, and respond directly to the requirements of this

solicitation. The response shall consist of two(2)separate volumes. Each Offeror shall submit a contracting & pricing volume IAW the format below:

Volume I -Contracting & Pricing

Volume II -Technical

5.1 Volume I -Contracting & Pricing. The Offeror's proposal shall include a signed copy of the solicitation and signed copy of any issued amendments. Complete all contract clause fill-ins if applicable.

5.1.1 Instructions. The CO has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the CO will review this determination and if, in the CO's opinion, adequate price competition exists no additional cost information will be requested. However, if at any time during this competition the CO determines that adequate price competition no longer exists offerors may be required to submit other than certified cost or pricing data to the extent necessary for the CO to determine the reasonableness of the price.

5.1.2 Schedule of Supplies/Services. The Offeror shall complete the Schedule of Supplies/Services of the RFP and submit within Volume I. A unit price shall be proposed and inserted for each Firm Fixed Price (FFP) Contract Line Item Number (CLIN) for each performance period and shall be rounded up to two decimal places. The extended amount must equal the unit price multiplied by the number/quantity of units. The proposed prices shall be based on the Offeror's own approach and the Government's Performance Work Statement (PWS) requirements as set forth herein. Offerors who change the quantities stated in the solicitation will render the proposal ineligible for award.

The Offeror shall submit only pricing information that will be evaluated for award or become part of the resulting contract. Supply costs and associated General and Administrative (G&A) cost plus profit or fee, should be included in the unit price for each task listed in the Schedule of Supplies/Services. Wages will be subject to Service Contract Labor Standards Wage Determination increases over the contract life. Each Offeror shall submit a contracting &pricing volume IAW the format below.

5.1.2.1 Solicitation. A signed copy of the SF 1449 from an individual legally authorized to bind the offeror, and completed blocks 12, 17, and 30; in doing so, the Offeror accedes to the contract terms and conditions as written in the solicitation with attachments. In the event that any amendments (SF 30) to the solicitation are issued, a signed copy of each amendment should be placed before the solicitation in order starting with the most recent amendment issued.

5.1.2.2 Representations and Certifications. Complete the necessary fill-ins, certifications, and provisions. The offeror shall complete only paragraph (b) of the provision FAR 52.212-3 if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site. If the offeror has not completed the annual representations and certifications electronically, the offeror shall complete only paragraphs (c) through (p) of the provision FAR 52.212-3 and return it along with the proposal.

5.1.2.3 Financial Disclosure Release Statement. Provide a release statement authorizing the Government to request information from current financial institutions or lenders must be submitted on official letterhead. In addition to this authorization, the offeror should include the financial institution or lender's address, and a point of contact including email and phone number to be contacted with the authorization.

5.1.2.4 Teaming Agreement. All Team Members shall have a signed Teaming Arrangement(TA) or Letter of Intent (LOI), and provide a copy in this section. To be valid under this solicitation, a Teaming Arrangement (TA) or Letter of Intent (LOI) must commit the business entities to performance under this contract, should it be awarded to the Offeror.

- (a) Any business entity without a TA or LOI with the Offeror is NOT considered as part of the "team" and will not be evaluated as such.
- (b) Mentor-Protege (M-P) is a relationship and not a business entity. M-Ps require formal TAs or LO to qualify for consideration as a Team Member.
- (c) A Joint Venture (JV) will be considered a sole business entity. Signed JV documentation must be provided in Volume I, Contracting.
- (d) The proposal shall present a complete, coherent presentation of the Team's ability as applicable.

5.2 Volume II -Technical Proposal. Each Offeror shall submit a technical volume with its proposal IAW the format below. Offerors are cautioned that the Government will only use data provided by each Offeror in this volume in the technical evaluation. By your proposal submission, you are representing that you will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Tab 1: Technical Factors.

All the requirements specified in the solicitation are mandatory. The contractor shall address the proposed approach to meeting the minimum performance or capability requirements of each technical factor. The responses will be evaluated against FAR 52.212-2, Evaluation Factors.

Marketing presentations are not wanted and will not be evaluated. Hard and compelling evidence of capabilities is required to receive credit for evaluation factors. Legibility, clarity, and coherence are very important. Offerors are strongly encouraged to provide as specifically as possible, the actual methodology to be used for accomplishing and satisfying the requirements.

(A) Technical Factor#1 - Management Plan.

Standard: The Offeror shall submit a "management plan" that illustrates the corporate philosophy and management approach to demonstrate evidence of sound organization, appropriate manning and qualifications proposed, and performance management processes to successfully accomplish tasks delineated in the PWS. The plan should provide evidence of knowledge and capability of performing LAK Washer Dryer Lease and Maintenance services as defined in the solicitation. At a minimum, the plan should:

- i. Provide a clear description of the procedures to provide required equipment, conduct washer and dryer maintenance, cleaning and repairs in accordance with PWS.
- ii. Approach for structuring, staffing (to include a proposed manning mix of personnel), retaining personnel, and utilization of key personnel to plan, control, and direct the labor force to meet the requirements of the PWS. The approach shall include an organizational chart with definition of roles and responsibilities of key operating personnel and staffing levels depicting various job classifications(including supervision). The procedures shall address how the offeror will provide sufficient technician(s) available to provide all services IAW the PWS.
- iii. Provide mitigating strategies and processes designed to prevent and proactively identify and forecast potential risks that could have an adverse impact to schedule or performance.
- iv. Identify phase-in activities(to include a timeline with rationale addressing the start and completion of staffing, training, and equipment /supplies acquisition) designed to provide seamless continuity of services without interruption or degradation of services by contract start date.

(B) Technical Factor# 2 - Quality Control Plan

Standard: The Offeror shall submit a "quality control plan" (QCP) with a complete written system for identifying and correcting deficiencies and degradation in the quality of services before the level of performance becomes unacceptable. At a minimum, the plan should specifically address contract requirements and location (s) listed and provide the following:

- i. The plan shall address responsibilities for oversight of the QCP, functions associated with such oversight, and specify authority to coordinate with the COR and CO.
- ii. Describe the methodology to monitor deficiencies/complaints in relation to the performance standards. Describe the approach to inform employees of validated deficiencies/complaints, and a process to ensure that the deficiencies/complaints are corrected and eradicated.
- iii. Include samples of inspection forms, records, reports, and any other internal quality control methods tailored to the specific building(s) being serviced under the PWS.

Addendum to 52.212-1(c) Period for Acceptance of Offers. The paragraph is tailored as follows: "The offeror agrees to hold the prices in its offer for 180 calendar days from the date specified for receipt of offers."

Addendum to 52.212-1(d), Product Samples, is deleted in its entirety.

Addendum to 52-212-1(e), Multiple Offers, is deleted in its entirety.

Addendum to 52.212-1(g), Contract Award. is deleted in its entirety.

Addendum to 52.212-1(h), Multiple Awards is deleted in its entirety.

(End of Addenda)

**FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020
52.204-22	Alternative Line Item Proposal.	Jan 2017
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Nov 2021
52.237-1	Site Visit.	Apr 1984

**FAR Clauses Incorporated by Full Text**

**52.233-2 Service of Protest. Sep 2006**

As prescribed in 33.106 , insert the following provision:

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 502CONS/JBKAA 1655 Selfride Ave JBSA Lackland AFB, TX 78236.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**52.252-1 Solicitation Provisions Incorporated by Reference. Feb 1998**

As prescribed in 52.107(a), insert the following provision:

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):

<https://www.acquisition.gov/>

(End of provision)

**52.252-3 Alterations in Solicitation. Apr 1984**

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being- altered.

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

FAR 52.212-1 FAR 52.212-2 \_\_\_\_\_

(End of clause)

### **52.252-5 Authorized Deviations in Provisions. Nov 2020**

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

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

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation[insert regulation name](48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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

#### **252.215-7008 Only One Offer. Jul 2019**

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

#### **ONLY ONE OFFER (JUL 2019)**

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

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

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

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

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

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

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

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

(End of provision)

## Evaluation Factors for Award

Addenda to FAR 52.212-2 Evaluation - Commercial Items

Addendum to 52.212-2(a): Paragraph (a) is tailored as follows:

(a) Basis for Contract Award. The Government intends to award one (1) Firm Fixed Price Requirements Contract to for this competitive small business Set-Aside acquisition. Award will be made to the technically acceptable Offeror with lowest evaluated price who is deemed responsible in accordance with FAR 9.104 and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by this solicitation.

Unless specifically identified in your proposal, by submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications and technical requirements, in addition to those identified as evaluation factors or sub factors. Failure to meet a requirement may result in a proposal being determined ineligible for award.

This acquisition will be awarded as Firm Fixed Price (FFP), Indefinite Delivery/Requirements contract. It is the Government's intent to evaluate proposals and award a contract IAW FAR 13.106. FAR Part 15 based evaluations will NOT be used for this acquisition. The initial proposal should contain your best terms; however, the Government reserves the right to conduct interchanges if determined necessary by the Contracting Officer to resolve issues such as technical or price, or deal with contract documentation including any other matter in the evaluation process. The contracting officer reserves the right to award a contract without the opportunity to revise proposals.

Evaluation Process. The Government may consider, throughout the evaluation, the "correction potential" of any proposal. The judgment of such "correctional potential" is within the sole discretion of the Government. If any aspect of an offeror's proposal does not meet the Government's requirements and is not considered correctable, the offer may be ineligible for award. All technically acceptable proposals shall be treated equally except for their cost/price record. Offers will be ranked based on initial assessment of total over all evaluated prices, followed by a full evaluation of Technical Acceptability, then Price Reasonableness of the technically acceptable offer with the lowest evaluated price. Only proposals rated technically acceptable are eligible to receive an award.

1.1 Proposals. The Government will rank proposals based on an initial assessment of offeror's total evaluated prices, followed by a full evaluation of Technical Acceptability and Price Reasonableness as follows:

Rank by Total Evaluated Price (TEP) as submitted. The Government will rank all proposals by the initially proposed total evaluated price, from lowest to highest, including all ordering periods. An offeror's proposed estimated price will be determined by multiplying the estimated quantities by the proposed unit price for each CLIN. The extended amount for each CLIN will be totaled to obtain the estimated total for each performance period.

CLIN 0X11 is a Not to Exceed (NTE) CLIN, and are set by the Government; these amounts cannot be changed and the total NTE price will be evaluated as a part of the Contractor's Total Evaluated Price. The estimated total for the basic performance period will then be added to the estimated total for each ordering period to obtain the Total Evaluated Price. The Total Evaluated Price consists of the base and all ordering periods.

The contract will include five (5) ordering periods with the potential to extend the contracts an additional 6 months beyond the awarded contract performance IAW FAR Clause 52.217-8, Option to Extend Services which is also included in the evaluation of prices. The price for that period will be determined based on the unit prices proposed for the current period of performance and will be evaluated at time of award. In the event the Government requires continued performance, the Government's evaluation of prices proposed will be considered fair and reasonable as applied to an extension of services. Should an extension of services be required rates will be adjusted only as result of revisions to applicable prevailing Department of Labor wage rates.

1.2 Technical Evaluation. If the Government receives three (3) or fewer proposals all proposals will be evaluated for Technical Acceptability. If the Government receives more than three (3) proposals the Government will only select the three (3) lowest priced proposals and then evaluate them for Technical Acceptability. The Government reserves the right to evaluate additional proposals for technical acceptability if in the Government's best interest. If additional proposals are evaluated for technical acceptability they will be selected in the order of total evaluated price.

1.3 Acceptability Ratings. The evaluation factors listed below will be evaluated and receive one of the following ratings:

- (i) Acceptable - The proposal clearly meets the minimum requirements of the solicitation.
- (ii) Unacceptable - The proposal does not clearly meet the minimum requirements of the solicitation.

1.4 Evaluation of Factors. Offerors are advised that their submission should be their best effort. Only technically acceptable proposals, either initially or as a result of interchanges, are eligible for award. If award is made without interchanges, proposal revisions will not be permitted. The Government will evaluate the proposals selected above for technical acceptability on an Acceptable/Unacceptable basis. For the technical proposal to be rated as "Acceptable", all technical factors and sub factors must be rated acceptable. If any technical factor or sub factor is rated "Unacceptable" the overall proposal will be rated as "Unacceptable". The technical proposal will be evaluated for the following technical factors and subfactors:

(A) Technical Factor# 1 - Management Plan.

Standard: The Offeror shall submit a "management plan" that illustrates the corporate philosophy and management approach to demonstrate evidence of sound organization, appropriate manning and qualifications proposed, and performance management processes to successfully accomplish tasks delineated in the PWS. The plan should provide evidence of knowledge and capability of performing LAK Washer Dryer Lease and Maintenance services as defined in the solicitation. At a minimum, the plan should:

- i. Provide a clear description of the procedures to provide required equipment, conduct washer and dryer maintenance, cleaning and repairs in accordance with PWS.
- ii. Approach for structuring, staffing (to include a proposed manning mix of personnel), retaining personnel, and utilization of key personnel to plan, control, and direct the labor force to meet the requirements of the PWS. The approach shall include an organizational chart with definition of roles and responsibilities of key operating personnel and staffing levels depicting various job classifications (including supervision). The procedures shall address how the offeror will provide sufficient technician(s) available to provide all services IAW the PWS.
- iii. Provide mitigating strategies and processes designed to prevent and proactively identify and forecast potential risks that could have an adverse impact to schedule or performance.
- iv. Identify phase-in activities (to include a timeline with rationale addressing the start and completion of staffing, training, and equipment /supplies acquisition) designed to provide seamless continuity of services without interruption or degradation of services by contract start date.

The standard has been met when: The offeror adequately demonstrates a sound, comprehensive, realistic, effective, and efficient management approach to achieve consistent, efficient, and uninterrupted operations in accordance with the requirements of the PWS.

(B) Technical Factor# 2 - Quality Control Plan

Standard: The Offeror shall submit a "quality control plan" (QCP) with a complete written system for identifying and correcting deficiencies and degradation in the quality of services before the level of performance becomes unacceptable. At a minimum, the plan should specifically address contract requirements and location (s) listed and provide the following:

- i. The plan shall address responsibilities for oversight of the QCP, functions associated with such oversight, and specify authority to coordinate with the COR and CO.
- ii. Describe the methodology to monitor deficiencies/complaints in relation to the performance standards. Describe the approach to inform employees of validated deficiencies/complaints, and a process to ensure that the deficiencies/complaints are corrected and eradicated.
- iii. Include samples of inspection forms, records, reports, and any other internal quality control methods tailored to the specific building(s) being serviced under the PWS.

The standard has been met when: The offeror adequately demonstrates a sound, comprehensive, realistic, effective, and efficient quality control approach to correct deficiencies and degradation of services to achieve consistent, efficient, and acceptable performance service levels in accordance with the requirements of the PWS. The strategies outlined in the plan are realistic to minimize the effects of deficiencies/complaints and designed to efficiently and effectively correct and prevent reoccurrence.

2. The Government will conduct a complete Price Analysis using one or more of the techniques defined in FAR 13.106, to determine if the lowest price technically acceptable offer is reasonable.

(End of Addendum)

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

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

Incorporated by Reference