

Combined Synopsis/Solicitation
(IAW FAR 12.603)
Solicitation Number: FA8126-23-Q-0037
20S048 Panelboard Items

This is a combined synopsis/solicitation for commercial items prepared in accordance with the formats in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This solicitation and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-02.

This solicitation is being issued as Request for Quote (RFQ) IAW FAR Part 13.

The Air Force Sustainment Center (AFSC/PZIMB) at Tinker Air Force Base Oklahoma, intends to award a Small Business Set-Aside, Brand Name, Firm-Fixed-Price contract for the acquisition of material listed below. This solicitation is a brand name only requirement. Substitute/Equal Items are not permitted for this solicitation. Quotes that include substitute/equal items will not be considered for award. The contract will be issued for a purchase electrical panelboard items. Quotes must include all items listed in this solicitation and attached Item Description. Partial quotes (quotes that do not include all items) will be determined unresponsive and not eligible for award. All responsible sources may submit a capability statement and proposal which shall be considered by the agency. Please see attached Item Description for details.

“Notice to Vendor(s)/Supplier(s): 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 a vendor for any costs.”

Vendor is required to “wet” sign/date and fill in the vendor information, delivery and pricing on page 3, complete the CLIN Unit Pricing on page 4, the Tax Clause, 52.209-11, on page 53, **the clause 52.204-26 on page 52, and if needed the clause 52.204-24 on page 51. Submit proof of technical evaluation criteria needed to fulfill this requirement.** Please return 1 signed copy to the issuing office. Contractor agrees to provide all products set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.

VENDOR SHOULD PROVIDE A COMPANY QUOTATION SHEET IN CONJUNCTION WITH THIS RESPONSE PAGE. The quotation sheet must provide adequate documentation showing that the item being quoted meets the specifications listed in the Item Description in order to be considered for award. Insufficient documentation will result in an unresponsive determination and the offer/quote will not be eligible for award.

Quotation Submission Information:

Quotations are due by 14 April 2023, 1:00 PM, Tinker AFB OK Central Daylight Time (CDT). Contact the following individual for information regarding this solicitation:

NOTE: Emailed quotations are preferred

Alicia McGill
Contract Specialist
alicia.mcgill@us.af.mil

EVALUATION OF RESPONSES:

Award will be conducted and evaluated under the provisions of FAR Part 12 Commercial Items and FAR Part 13, Simplified Acquisition Procedures. Contract award will be made to the vendor whose offer/quote is technically acceptable with the lowest evaluated price. **Offers must quote the Brand Name listed items in the solicitation in order to be considered for award and provide documentation to confirm the offer/quote meets the stated requirements.** If the Brand Name is not quoted and sufficient documentation not provided, the offer/quote will be found technically unacceptable and not eligible for award. Partial quotes will not be accepted.

The responsible vendors must be registered in the System for Award Management (SAM) database (available at: <https://sam.gov/content/home>). Lack of registration in SAM will qualify the contractor as ineligible for award.

REQUISITION NUMBER: F3YCEB3082A102		SOLICITATION NUMBER FA8126-23-Q-0037	
SOLICITATION ISSUE DATE: 31 March 2023		SOLICITATION DUE DATE: 14 April 2023	
THIS ACQUISITION IS:	Full and Open Competition	SIZE STD: 500	FEDERAL SUPPLY CLASS: 5998
	100% Small Business Set Aside	NAICS: 335999	DELIVERY: SEE ITEM DESC
		DPAS RATING:	FOB DESTINATION <input checked="" type="checkbox"/>
	Sole Source	METHOD OF SOLICITATION: REQUEST FOR QUOTE	FOB ORIGIN <input type="checkbox"/>

1. VENDOR INFORMATION	
BUSINESS NAME:	
STREET ADDRESS:	CITY, STATE, ZIP:
CAGE CODE and DUNS:	
BUSINESS WEB ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	FAX:
E-MAIL:	
2. Pricing Information and Certification of Response	
Total Proposed Price:	Proposed Delivery Date:
Vendor's Authorized Representative's Signature	Date
Type or Print Name	Position or Title
<i>Vendor is Required to fill-in pages 2, 3-9, and 51-53 if needed. Please "wet" sign page 2 of this solicitation and return 1 copy to issuing office. Vendor agrees to furnish and deliver all services set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.</i>	

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

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Description: 1200 amp panelboard interior- Brand: Square D Part Number: HCR548612U Quantity: One (1) Part Reference Number: HCR548612U Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0002	Description: Enclosure for 1200 amp panelboard- Brand: Square D Part Number: HC4486DB Quantity: One (1) Part Number Description: HC4486DB Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0003	Description: Cover for 1200 amp panelboard- Brand: Square D Part Number: HCR86TSD Quantity: One (1) Part Number Description: HCR86TSD Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0004	Description: Solid neutral assembly for 1200 amp panelboard- Brand: Square D Part Number: HCWM12SN Quantity: One (1) Part Number Description: HCWM12SN Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0005	Description: 1000 amp breaker- Brand: Square D Part Number: PGA36100 Quantity: One (1) Part Number Description: PGA36100 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0006	Description: 400 amp breaker- Brand: Square D Part Number: LA36400. Quantity: Five (5) Part Number Description: LA36400	5	Each		

	Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price				
0007	Description: 300 amp breaker- Brand: Square D Part Number: LA36300 Quantity: One (1) Part Number Description: LA36300 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0008	Description: 100 amp breaker- Brand: Square Q Part Number: QBA32100. Quantity: Two (2) Part Number Description: QBA32100 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	2	Each		
0009	Description: 30 amp breaker- Brand: Square D Part Number: BDA34030Y. Quantity: Two (2) Part Number Description: BDA34030Y Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	2	Each		
0010	Description: 20 amp breaker- Brand: Square D Part Number: BDA140201. Quantity: Two (2) Part Number Description: BDA140201 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	2	Each		
0011	Description: 600 amp panelboard interior- Brand: Square D Part Number: HCP36866M Quantity: One (1) Part Number Description: HCP36866M Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0012	Description: Enclosure for 600 amp panelboard- Brand: Square D Part Number: HC4286DB. Quantity: Two (2) Part Number Description: HC4286DB Pricing Arrangement: Firm Fixed Price	2	Each		
0013	Description: Cover for 600 amp panelboard- Brand: Square D Part Number: HCW86TSD. Quantity: Two (2)				

	Part Number Description: HCW86TSD Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	2	Each		
0014	Description: 225 amp breaker- Brand: Square D Part Number: LA36225 Quantity: One (1) Part Number Description: LA36225 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0015	Description: 30 amp breaker- Brand: Square D Part Number: BGA34030Y. Quantity: Five (5) Part Number Description: BGA34030Y Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	5	Each		
0016	Description: 800 amp panelboard interior- Brand: Square D Part Number: HCP36868M Quantity: One (1) Part Number Description: HCP36868M Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0017	Description: Solid neutral assembly for 800 amp panelboard- Brand: Square D Part Number: HCW8SN Quantity: One (1) Part Number Description: HCW8SN Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0018	Description: 225 amp breaker- Brand: Square D Part Number: QDA32225. Quantity: Four (4) Part Number Description: QDA32225 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	4	Each		
0019	Description: 400 amp panelboard interior- Brand: Square D Part Number: HCP32684 Quantity: One (1) Part Number Description: HCP32684 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		

0020	<p>Description: Enclosure for 400 amp panelboard- Brand: Square D Part Number: HC4268DB Quantity: One (1)</p> <p>Part Number Description: HC4268DB Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price</p>	1	Each		
0021	<p>Description: Cover for 400 amp panelboard- Brand: Square D Part Number: HCW68TSD Quantity: One (1)</p> <p>Part Number Description: HCW68TSD Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price</p>	1	Each		
0022	<p>Description: 25 amp breaker- Brand: Square D Part Number: BGA34025Y Quantity: One (1)</p> <p>Part Number Description: BGA34025Y Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price</p>	1	Each		
0023	<p>Description: 250 amp panelboard interior- Brand: Square D Part Number: NF454L2C Quantity: One (1)</p> <p>Part Number Description: NF454L2C Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price</p>	1	Each		
0024	<p>Description: Cover for 250 amp panelboard- Brand: Square D Part Number: NC62SHR Quantity: One (1)</p> <p>Part Number Description: NC62SHR Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price</p>	1	Each		
0025	<p>Description: 45 amp breaker- Brand: Square D Part Number: EGB34045. Quantity: Three (3)</p> <p>Part Number Description: EGB34045 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price</p>	3	Each		
0026	<p>Description: 50 amp breaker- Brand: Square D Part Number: EGB34050. Quantity: Two (2)</p> <p>Part Number Description: EGB34050</p>	2	Each		

	Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price				
0027	Description: 30 amp breaker- Brand: Square D Part Number: EGB34030 Quantity: One (1) Part Number Description: EGB34030 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0028	Description: 400 amp non-fusible disconnect switch- Brand: Square D Part Number: HU365 Quantity: One (1) Part Number Description: HU365 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0029	Description: Neutral assembly for 400 amp disconnect- Brand: Square D Part Number: H600SN. Quantity: Three (3) Part Number Description: H600SN Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	3	Each		
0030	Description: Barrier kit for 400 amp disconnect/Line side- Brand: Square D Part Number: SS4060LI. Quantity: Three (3) Part Number Description: SS4060LI Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	3	Each		
0031	Description: Barrier kit for 400 amp disconnect/Load side- Brand: Square D Part Number: SS4060LO. Quantity: Three (3) Part Number Description: SS4060LO Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	3	Each		
0032	Description: Wall duct, 18inch wide x 3.5inch deep x 5foot long- Brand: Square D Part Number: RWT18S60S. Quantity: Sixteen (16) Part Number Description: RWT18S60S Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	16	Each		
	Description: Cabinet connector for wall duct- Brand: Square D				

0033	Part Number: RWT18-CC. Quantity: Sixteen (16) Part Number Description: RWT18-CC Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	16	Each		
0034	Description: Divider for wall duct- Brand: Square D Part Number: RWT-P60. Quantity: Fifty (50) Part Number Description: RWT-P60 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	50	Each		
0035	Description: Cover for 225 amp panelboard- Brand: Square D Part Number: NC50SHR. Quantity: Nine (9) Part Number Description: NC50SHR Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	9	Each		
0036	Description: 50 amp breaker (main)- Brand: Square D Part Number: HDL36050 Quantity: One (1) Part Number Description: HDL36050 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0037	Description: 300 KVA transformer (dry type)- Brand: Square D Part Number: EX300T3H Quantity: One (1) Part Number Description: EX300T3H Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0038	Description: 225 KVA transformer (dry type)- Brand: Square D Part Number: EX225T3HF Quantity: One (1) Part Number Description: EX225T3HF Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0039	Description: 15 KVA transformer (dry type)- Brand: Square D Part Number: EXN15T3H Quantity: One (1) Part Number Description: EXN15T3H Product Service Code: 5998	1	Each		

	Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price				
0040	Description: 600 amp bus plug switch- Brand: Square D Part Number: PBQ3660G Quantity: One (1) Part Number Description: PBQ3660G Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	1	Each		
0041	Description: 225 amp panelboard interior- Brand: Square D Part Number: NQ454L2C Quantity: Nine (9) Part Number Description: NQ454L2C Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	9	Each		
0042	Description: Enclosure for 225 amp panelboard- Brand: Square D Part Number: MH50 Quantity: Nine (9) Part Number Description: MH50 Product Service Code: 5998 Claimant Program Code: C9E Pricing Arrangement: Firm Fixed Price	9	Each		

Description/Specifications/Statement of Work

Requirements

The 76th MXSG is requesting utilization of funds for the purchase electrical panelboard items.

Packaging and Marking

Items shall be packaged in accordance with the Contractor's commercial best practice to ensure undamaged arrival at destination. Individual shipments exceeding 150pounds, 108 inches in length, or 130 inches in girth plus length shall be packaged on skidded crates or palletized to allow handling by forklift. The exterior container shall be marked (readable from 24 inches), "NOT FOR OUTSIDE STORAGE."

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
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0028	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68</p>

	<p>TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0029	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0030	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0031	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0032	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68</p>

	<p>TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0033	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0034	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
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0036	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68</p>

	<p>TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0037	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0038	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0039	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0040	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68</p>

	<p>TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0041	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>
0042	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Contact MXSG Workflow</p> <p>DoDAAC: F3YCEB CountryCode: USA</p> <p>OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES</p> <p>MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil</p>

Deliveries or Performance

IMPORTANT DELIVERY INFORMATION

TRUCK GATE ENTRY

*TAFB Truck Gate" address: 7000 SE 59th Street Oklahoma City, Oklahoma 73145

The Truck Gate is for ALL commercial vehicle entry and is located on SE 59th Street, east of S Air Depot Blvd (southwest corner of the base). Trucks will not be allowed to gain access through any other gate.

a. The Truck Gate's normal operating hours are Monday through Friday 0600-1600hrs (6:00 AM - 4:00 PM) and is closed on weekends and federal holidays (New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day).

ONLY mission critical/mission essential commercial vehicle traffic will be allowed entry to the base when the Truck Gate is closed (after hours).

-In order to expedite the delivery process please provide dispatch with the contract number and ask dispatch to provide this same information to the truckdriver.

Example: "FA8125, FA8132, FA8136, FA8126, FA8101 followed by 7 more characters.

-DRIVERS MUST CALL THE COMMODITY HOTLINE (405) 582-5485 PRIOR TO ENTRY FOR ESCORT TO APPROPRIATE DELIVERY LOCATION.

-SAFETY: Be advised that an OFFLOAD RAMP MAY NOT BE AVAILABLE. Please plan accordingly.

-Under authority of 50 USC 797; 18 USC 930; and 32 CFR 809A3 - It is illegal to enter Tinker AFB with firearms, ammunition or any weapons, you will be denied access to the base and your vehicle will be subject to impoundment.

-Any violation of this prohibition will result in criminal prosecution under applicable federal laws and regulations.

-All personnel and vehicles entering the base are subject to search.

-All commercial vehicles entering the base will be searched for explosives and contraband.

-Security Forces will confiscate all firearms, ammunition and weapons and they WILL NOT be returned.

DELIVERIES TO BUILDING 3001 (B / 3001)

-Delivery vehicles are prohibited from using "Staff Drive" - located directly east of Building 3001

-Delivery vehicles may make deliveries only in designated unloading areas

INSURANCE

The following insurance amounts are required by FAR Clause 52.228-5 - Insurance Work on A Government Installation that is incorporated in full text in this solicitation.

(a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in

States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contract subject to the Defense Base Act.)

(b) General liability.

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Delivery On Or Before
Delivery Date 19 Jun 2023

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling /Notes
0001	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0002	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow	FoB Details Contractor Destination

			Email: OCALC.OBCA.MXSGRequirements@us.af.mil	
0003	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0004	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0005	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0006	Delivery On Or Before Delivery Date 19 Jun 2023	5 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0007	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES	FoB Details Contractor Destination

			MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	
0008	Delivery On Or Before Delivery Date 19 Jun 2023	2 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0009	Delivery On Or Before Delivery Date 19 Jun 2023	2 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0010	Delivery On Or Before Delivery Date 19 Jun 2023	2 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0011	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
	Delivery On Or Before Delivery Date 19 Jun 2023	2 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR	FoB Details Contractor Destination

0012			DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	
0013	Delivery On Or Before Delivery Date 19 Jun 2023	2 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0014	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0015	Delivery On Or Before Delivery Date 19 Jun 2023	5 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0016	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
	Delivery On Or Before	1 Each	Ship To DoDAAC: F3YCEB	FoB Details

0017	Delivery Date 19 Jun 2023		CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	Contractor Destination
0018	Delivery On Or Before Delivery Date 19 Jun 2023	4 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0019	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0020	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0021	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination

0022	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0023	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0024	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0025	Delivery On Or Before Delivery Date 19 Jun 2023	3 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0026	Delivery On Or Before Delivery Date 19 Jun 2023	2 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination

0027	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0028	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0029	Delivery On Or Before Delivery Date 19 Jun 2023	3 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0030	Delivery On Or Before Delivery Date 19 Jun 2023	3 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0031	Delivery On Or Before Delivery Date 19 Jun 2023	3 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES	FoB Details Contractor Destination

			MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	
0032	Delivery On Or Before Delivery Date 19 Jun 2023	16 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0033	Delivery On Or Before Delivery Date 19 Jun 2023	16 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0034	Delivery On Or Before Delivery Date 19 Jun 2023	50 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0035	Delivery On Or Before Delivery Date 19 Jun 2023	9 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR	FoB Details Contractor Destination

0036			DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	
0037	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
0038	Delivery On Or Before Delivery Date 19 Jun 2023	1 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination
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	Delivery On Or Before	9 Each	Ship To DoDAAC: F3YCEB	FoB Details

0041	Delivery Date 19 Jun 2023		CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	Contractor Destination
0042	Delivery On Or Before Delivery Date 19 Jun 2023	9 Each	Ship To DoDAAC: F3YCEB CountryCode: USA OC ALC OBC AF BPN NO MILSBILLS PROCESSES, BLDG 3001 STAFF DR DR G70 POST N68 TINKER AFB, OK 73145 UNITED STATES MXSG Workflow Email: OCALC.OBCA.MXSGRequirements@us.af.mil	FoB Details Contractor Destination

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.247-34	F.o.b. Destination.	Nov 1991

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.247-7023	Transportation of Supplies by Sea.	Jan 2023

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
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. Jan 2023

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

COMBO

(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.

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>F03000</u>
Issue By DoDAAC	<u>FA8126</u>
Admin DoDAAC	<u>FA8126</u>
Inspect By DoDAAC	<u>F3YCEB</u>
Ship To Code	<u>F3YCEB</u>
Ship From Code	==
Mark For Code	==
Service Approver (DoDAAC)	==
Service Acceptor (DoDAAC)	==
Accept at Other DoDAAC	==
LPO DoDAAC	==
DCAA Auditor DoDAAC	==
Other DoDAAC(s)	==

(*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.

Thymes Givings (405) 734-8242 thymes.givings@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. Jan 2023

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(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.

"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

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(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

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(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 products or commercial services.

(End of clause)

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008
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
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Jun 2020
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022
252.203-7003	Agency Office of the Inspector General.	Aug 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Jan 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023
252.225-7001	Buy American and Balance of Payments Program.	Jan 2023
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022
252.225-7021	Trade Agreements.	Jan 2023
252.225-7036	Buy American-Free Trade Agreements--Balance of Payments Program..	Jan 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jan 2023
252.232-7010	Levies on Contract Payments.	Dec 2006
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Jan 2023
252.246-7008	Sources of Electronic Parts.	Jan 2023

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.)

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

[] (5) [Reserved].

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

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

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

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

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

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

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

[] (16) 52.219-8, Utilization of Small Business Concerns (OCT 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).

[X] (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)).

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

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

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

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

- [] (ii) Alternate I (FEB 1999) of 52.222-26.
- [X] (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.
- [X] (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).
- [X] (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.
- [X] (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.
- [X] (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).
- [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 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).
- [X] (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) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 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/> ____ [Insert one or more Internet addresses]

(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 DFARs[insert regulation name] (48 CFR Chapter 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 AFSC-TINKER 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, (Primary)Ms. Mary Wade3001 Staff Dr. Ste 2AF 75 ATinker AFB, OK. 73145COMM: (405) 739-3900FAX: (405) 736-3622mary.wade@us.af.milConcerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.(d) The ombudsman has no authority to render a decision that binds the agency.(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.(End of clause)

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

(a) Contractors shall not:(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.[Note: This prohibition does not apply to manufacturing.](b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:(1) Halons: 1011, 1202, 1211, 1301, and 2402;(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.](End of clause)

5352.242-9000 Contractor Access to Air Force Installations Oct 2019

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and <<1>> to obtain a vehicle pass.(c) During performance of the contract, the

contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with <<2>> citing the appropriate paragraphs as applicable.(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.(f) Failure to comply with these requirements may result in withholding of final payment.(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Item Description	Item Description		29 Mar 2023	
02	Technical Proposal Evaluation – Critical Factor List	Supporting Technical Documentation		29 Mar 2023	
03	Brand Name Justification	Brand Name Justification		30 Mar 2023	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-17	Ownership or Control of Offeror.	Aug 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation.	Nov 2015
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun 2020

DFARS Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. Oct 2020

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

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *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".

(c)

(1) *Representation.* The Offeror represents that 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. Feb 2016

As prescribed in 9.104-7(d), insert the following provision:

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) 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-

(1) 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

(2) 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.

(b) The Offeror represents that-

(1) 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

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

(End of provision)

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

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

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

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are

citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

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

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

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

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

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

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

Sensitive technology-

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

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

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

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

Small business concern-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

_____	_____	_____
-------	-------	-------

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

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

[List as necessary]

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

Line Item No. ==

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
==
==
==

[List as necessary]

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

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

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

--	--

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other ____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name ____.

TIN ____.

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

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

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

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

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

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

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

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

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

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

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

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

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

_____ Black American.

_____ Hispanic American.

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

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

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

_____ Individual/concern, other than one of the preceding.

52.219-1 Alternate I Small Business Program Representations. (Alternate I) Sep 2015

Alternate I (Sept2015). As prescribed in 19.309(a)(2) add the following paragraph (c)(9) to the basic provision:, add the following paragraph (c)(9) to the basic provision:

(9) [*Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

_____ 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.

52.222-22 Previous Contracts and Compliance Reports. Feb 1999

As prescribed in 22.810(a)(2), insert the following provision:

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

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

It ☐ has, ☐ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance. Apr 1984

As prescribed in 22.810(d), insert the following provision:

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

(End of provision)

52.225-18 Place of Manufacture. Aug 2018

As prescribed in 25.1101 (f), insert the following solicitation provision:

PLACE OF MANUFACTURE (AUG 2018)

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

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

- (1) FPSC 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.

(b) 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.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Certification. Dec 2022

As prescribed in 225.7022-5(a), use the following provision:

PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION-CERTIFICATION (DEC 2022)

(a) *Definitions.* "Forced labor", "Person", and "XUAR", as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) *Prohibition.* DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) *Certification.*

(1) The Offeror does ☐ does not ☐ certify that the Offeror has made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance of a contract resulting from this solicitation.

(2) Offerors who do not certify having made a good faith effort will not be eligible for award.

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations.	Sep 2019

FAR Clauses Incorporated by Full Text

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/> _____ [Insert one or more Internet addresses]

(End of provision)

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 DFARS[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)

Evaluation Factors for Award

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible vendor whose offer conforming to the solicitation will be most advantageous to the Government; price and other factors considered.

The following factors shall be used to evaluate offers:

1.Basis for Contract Award:

The Award will be conducted and evaluated under the provisions of FAR Part 12, Commercial Items and FAR Part 13, Simplified Acquisition Procedures. This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability. Award will be made to the acceptable vendor with the lowest evaluated cost or price, which is deemed responsible in accordance with the Federal Acquisition Regulation and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by FAR 52.212-1 of this solicitation. The Government intends to award without conducting interchanges. However, the Government reserves the right to conduct interchanges with one or more vendors if determined to be necessary and in the Government's best interests. The decision of whether to conduct interchanges and with which vendor's to conduct interchanges is at the sole discretion of the Contracting Officer.

The responsible vendor(s) must be registered in the System for Award Management(SAM) database (available at: <https://www.sam.gov/portal/public/SAM/>) and submit a completed copy of the Offeror Representations and Certifications -Commercial Items with their response. Lack of registration in SAM will disqualify the vendor and declare them ineligible for award.

The Oklahoma City-Air Logistics Center (AFSC/PZIMB) at Tinker Air Force Base Oklahoma intends to issue a commercial firm fixed price contract for this acquisition.

2.Number of Contracts to be Awarded:

The Government intends to select one vendor for contract award. However, the Government reserves the right to award no contract at all; depending on the quality of the proposals, prices submitted and the availability of funds, or other factors identified by the Contracting Officer.

3.Rejection of Unreasonable Offers:

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates; such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program, item, or service.

4.Correction Potential of Proposals:

The Government will consider, throughout the evaluation, the "correction potential" of any proposal uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If any aspect of a vendor's proposal not meeting the Governments requirements is considered not correctable, the vendor may be eliminated from consideration.

5.Evaluation Factors

Factor1--Technical Proposal

Factor2--Cost/Price

a. Evaluation Methodology:

The Government will evaluate all technical factors concurrently for the three (3) lowest priced proposals. Should one of those three (3) proposals not be found technically acceptable, the next one (1) lowest priced offeror will be reviewed for technical acceptance. Then, price will be evaluated and the lowest priced proposal will be selected, either initially or as a result of clarifications. Award will be made to the lowest evaluated priced proposal meeting the acceptability standards for the non-cost factors.

b. Technical Factor:

Acceptable- The proposal meets specified minimum technical evaluation requirements necessary for acceptable contract performance.

Unacceptable- The proposal fails to meet specified minimum technical evaluation requirements necessary for contract performance. Proposals with an unacceptable rating are not awardable. Technical acceptability will be based on an evaluation of proposals against the criteria stated in the Technical Proposal Evaluation - Critical Factor List and Statement of Work. Offerors are required to present all the information as stated in the Instructions to Offerors, FAR52.212-1. The minimum technical evaluation requirement is met when the Offeror's proposal thoroughly substantiates all the essential criteria stated in the Technical Proposal Evaluation - Critical Factor List and Item Description.

"CONTRATOR MUST PROVIDE A WRITTEN STATEMENT TO EXPLAIN HOW THEY ARE MEETING THE CRITERIA STATED IN THE TECHNICAL PROPOSAL EVALUATION - CRITICAL FACTOR LIST AND ITEM DESCRIPTION. A STATEMENT OF "I CONCUR" OR "CONCUR" WILL NOT BE ACCEPTED AND COULD DEEM YOUR PROPOSAL TECHNICALLY UNACCEPTABLE. THE WRITTEN STATEMENT IS ESSENTIAL FOR YOUR QUOTE TO BE RESPONSIVE AND BE REFERRED FOR TECHNICAL REVIEW."

c. Cost/Price Factor:

Cost/Price Evaluation: The vendor's cost/price proposal will be evaluated for award purposes by adding the total price for basic requirements (basic award).

Total Evaluated Price: Price analysis will be performed to determine the reasonableness of the vendor's price proposal. Reasonableness will be based on the total evaluated price. The total evaluated price will be calculated as the sum of the Contract Line Item Numbers (CLINs) unit/extended prices plus other associated factors such as: first article testing costs, transportation costs, price evaluation adjustments for Small Disadvantaged Business Concerns, and application of labor hours to labor hour rates, etc. Unreasonably Low Costs or Prices:

Unreasonably low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal. **Unbalanced Pricing:** Vendors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or subline items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

6.Determination of Contractor Responsibility

To be eligible for award, a vendor must be determined responsible. A Determination of Contractor Responsibility will be conducted in accordance with FAR 9.1 (SAM and FAPIIS). A vendor who receives a determination of non-responsibility will not be eligible to receive the contract award.

7. Interchanges:

It is the Government's intent to award without interchanges; therefore, it is imperative that vendors submit their best terms initially. However, if during the evaluation period; it is determined to be in the best interest of the Government to hold interchanges, those interchanges will be considered in making the source selection decision.

8. SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Vendors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors, and all technical specifications of the item description. Failure to meet a requirement may result in an offer being ineligible for award. Vendors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. In the case that a discrepancy exist between the Instruction to Offerors (ITO) and the evaluation factors for award, the evaluation criteria in 52.212-2 will take precedence. (End of provision)