

COMBINED SYNOPSIS/SOLICITATION
FA4626-23-Q-0010
LRS Lift Cylinder
MALMSTROM AFB, MONTANA
7 February 2023

Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs. The quote shall be valid until 30 Sep 2023.

This is a combined synopsis/solicitation (COMBO) for a commercial item prepared in accordance with the format in FAR 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.

The Request for Quotation (RFQ) number FA4626-23-Q-0010 is issued, and the incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-01.

THIS PROCUREMENT IS BEING SOLICITED AS A TOTAL SMALL BUSINESS SET-ASIDE. The North American Industry Classification System (NAICS) code is 333924, Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing. The Small Business Size Standard for this NAICS is 750 employees. The Federal Supply Code for this procurement is 3810.

Requirement Description: In accordance with the attached performance work statement (PWS), the contractor shall provide:

1. Provide and replace a lift cylinder on a TEREX Crane. Registration Number 18D00275.
2. At Minimum: The lift cylinder must be replaced due to failure to meet sustainable specifications. The cylinder must be an exact replacement or equivalent due to critical safety nature of operation. The current installed part is TEREX Part Number T117684.
3. Provide a two-year warranty.
4. Shipping and handling to destination and installation labor must be included in final price.
5. Prior to acceptance, the product will be inspected by a representative from 341st Missile Wing Logistics Readiness Squadron Vehicle Maintenance.

In addition to following the below CLIN structure when submitting your quote, please note that a full list of approved materials shall be submitted for approval.

CLIN	Item	Quantity	Unit	Price
0001	TEREX Crane Lift Cylinder and labor	1	Job	

Requested Date of Delivery: 60 days after date of contract (ADC)

Ship to Address: Material Control
341 LRS/LGRVM
Malmstrom AFB, MT 59402

RFQ DUE DATE: 23 February 2023

QUOTES ARE REQUIRED TO BE RECEIVED NO LATER THAN 2:00 PM (1400) MST

Quotes must be sent via email to the following contracting personnel. Please follow-up the quote submission with an email/call to ensure receipt.

Contract Administrator:

Mr. Adam Schilling: adam.schilling@usaf.mil or phone: 406-731-4353

Contracting Officer:

Mrs. Shanna Guillen: shanna.guillen.2@us.af.mil or phone: 406-731-4087

You may also contact the above individuals for information regarding this solicitation.

Note: .zip files are not an acceptable format for the Air Force Network and will not go through our email system.

Please provide the following information with your quote:

Company Name: _____

SAM UEI: _____

Cage Code: _____

Estimated Delivery Time: _____

Payment Terms: _____

Warranty: _____

FOB: Destination

SHIPPING COST SHALL BE INCLUDED

The proposed price shall be firm-fixed-price for the entire requirement.

All companies must be registered in the System for Award Management at <https://www.sam.gov/portal/public/SAM/> to be considered for award. The Government will not provide contract financing for this acquisition. Invoice instruction shall be provided at time of award.

Base Access: All personnel requesting access to Malmstrom Air Force Base must possess a valid State or Government picture identification card. Furthermore, individuals presenting identification cards from a state that is non-compliant with the REAL ID Act will require additional documentation to gain unescorted base access. Additional documentation includes a valid U.S. or foreign government issued passport, an employment authorization document that contains a photograph, or identification cards issued by federal, state or local government agencies that include a photo and biographic information. A full list of REAL ID Act compliant and non-complaint states can be found at <https://www.dhs.gov/current-status-states-territories>. Personnel requesting vehicle access to Malmstrom Air Force Base must provide a valid driver's license, current vehicle registration, and valid vehicle insurance.

3 ATTACHMENTS:

1. Bid Schedule
2. Installation Perimeter Access Control
3. Performance Work Statement – TEREX Lift Cylinder

APPLICABLE CLAUSES AND PROVISIONS

It is the quoter's responsibility to be familiar with all applicable clauses and provisions. All FAR/ DFARS/AFFARS clauses and provisions may be viewed in full text at <https://www.acquisition.gov/content/regulations>

The following clauses and provisions apply to this acquisition:

PROVISIONS IN FULL-TEXT

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

1. Paragraph (a) first sentence revised as follows: “The NAICS code and small business size standard for this acquisition appear in the solicitation.”
2. Paragraph 52.212-1(c), “Period for Acceptance of Offers,” is tailored as follows: “The offeror agrees to hold the prices in its offer firm until 30 September 2022.”

The following is inserted as new paragraph (m) of the provision:

(m) Quotation Preparation Instructions.

(1) To assure timely and equitable evaluation of quote, offeror must follow the instructions contained herein. Quoters are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Quoters must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of two (2) separate parts; **Part I** - Summary and Miscellaneous Data and **Part II** - Price.

(2) Specific Instructions:

PART I – SUMMARY AND MISCELLANEOUS DATA.

- (a) Complete the necessary fill-ins and certifications in provisions and in the on-line Representations and Certifications at www.sam.gov. Any provision not completed electronically via SAM must be submitted along with the quotation.
- (b) Submit an acknowledgment of all solicitation amendments, if issued.
- (c) Submit part specifications and included warranty as referenced in performance work statement (PWS).

PART II – PRICE.

Insert proposed unit price(s) and extended amount(s) in the provided space in the solicitation document for each Contract Line Item Number (CLIN). The extended amount must equal the unit price multiplied by the number of units. It is imperative that mathematical calculations are correct; particular care should be taken to ensure the amounts match when using the EXCEL program and the rounding of figures, limited to two decimal places.

(3) Documents submitted in response to this RFQ must be consistent with the following:

(a) Requirements of the solicitation (CLINs) and Government standards. The contractor **SHALL** specify the quoted item(s), manufacturer, part number, etc. that meets the requirements specifications.

(b) FAR 52.212-2, Evaluation – Commercial Products and Commercial Services, of this solicitation.

(c) Submission for the quotation shall be as follows:

(i) Quoters shall submit electronic copies of quotation via e-mail. By submitting an electronic copy, quoters assume all risk of quotations not getting through security measures and firewalls. Only files created using Microsoft WORD, Microsoft EXCEL, and/or Adobe.pdf files will be accepted. No zip files will be accepted. If submitting quotations electronically, email the file(s) by the solicitation closing date and time to the following email addresses provided above.

(ii) The following table summarizes the quotation submission:

Part	Title	Electronic Copy	Paper Copy	Page Limit
I	Summary and Misc Data	1	N/A	N/A
II	Price	1	N/A	N/A

(End of Addenda)

FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021).

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Quotations will be evaluated based upon conformance to the provision FAR 52.212-1 Instructions to Offerors Addenda, for completeness. Nonconformance to

Instructions to Offerors shall be deemed incomplete and evaluation of the quote will cease.

(2) Price: Offerors shall be ranked by price in ascending order from lowest priced to highest. Quotations shall then be evaluated on the basis of conformance to the required performance work statement (PWS) contained in this solicitation. The Government shall limit quotation reviews to the three lowest priced quotations conforming to the specifications in this solicitation. Any quotation not meeting the required specifications shall be deemed non-responsive and therefore, ineligible for award. Award shall be made to the lowest-priced quotation that meets the required specifications contained in this solicitation.

ADDENDUM TO FAR 52.212-2, EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The following is inserted as new paragraph (d) of the provision:

(d) Basis for Contract Award: This is a competitive award determined by lowest price that meets the requirement specifications, and is conducted in accordance with (IAW) Federal Acquisition Regulation (FAR) Parts 12 and 13. By submission of its quote IAW the instructions provided in clause FAR 52.212-1, Instructions to Offerors – Commercial Products and Commercial Services, the quoter accedes to all solicitation requirements, including terms and conditions and representations and certification. Failure to meet a requirement may result in a quote being determined unacceptable. Award will be made to the lowest quote. The evaluation process will include the following:

Quoters are cautioned to submit sufficient information and in the format specified in FAR 52.212-1 of this solicitation. The Government intends to award a contract without further interchanges with quoters. Consequently, quoters are highly encouraged to quote their best quote in their initial submissions. However, the Government reserves the right to have interchanges with any or all quoters, if it is determined advantageous for the Government to do so. This statement is not to be construed to mean that the Government is obligated to have interchanges with every quoter (note that FAR Part 15 procedures do not apply to FAR 13 procedures, therefore formal discussions are not applicable). A quoter may be eliminated from consideration without further interchanges if its quote is not among those considered most advantageous to the Government based on a best value determination.

(End of Addenda)

FAR PROVISION *52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2021), WITH ITS ALTERNATE I (OCT 14), APPLIES TO THIS ACQUISITION.

All vendors must be registered in System for Award Management at <https://www.sam.gov/portal/public/SAM/> at the time of Quote submittal.

PROVISIONS INCORPORATED BY REFERENCEFAR Provisions:

52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	Jun 2020

DFARS Provisions:

252.203-7005	Representation Relating to Compensation of Former DoD Officials	Nov 2011
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Oct 2016

CLAUSES INCORPORATED BY REFERENCEFAR Clauses:

52.203-3	Gratuities	Apr 1984
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Nov 2021
52.232-18	Availability of Funds	Apr 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004

DFARS Clauses:

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep 2013
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	May 2016
252.223-7008	Prohibition of Hexavalent Chromium	Jun 2013

252.225-7001	Buy American and Balance of Payments Program	Jun 2022
252.225-7048	Export Controlled Items	Jun 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Dec 2018
252.232-7006	Wide Area Workflow Payment Instructions	Dec 2018
252.232-7010	Levies on Contract Payments	Dec 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibitions on Fees and Consideration	Apr 2020
252.244-7000	Subcontracts for Commercial Items	Jan 2021

CLAUSES IN FULL-TEXT

FAR CLAUSE AT 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (NOV 2021), APPLIES TO THIS ACQUISITION WITH THE FOLLOWING ADDENDUM:

Paragraph (c) of this clause is tailored as follows: Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes, such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

Note: The vendor acknowledges that should the quote terms and conditions and/or agreement conflict with mandatory provisions of the Federal Acquisition Regulation (FAR) and other Federal law applicable to commercial acquisitions, to the extent of such conflict the FAR and Federal law govern and conflicting vendor terms and conditions and/or agreement are unenforceable and are not considered incorporated into any resultant contract.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUS OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022).

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

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

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

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

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

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

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

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

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

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors

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

(22) (i) 52.219-28, Post Award Small Business Program Representation (May 2020) (15 U.S.C. 632(a)(2)).

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

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

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

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

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

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020).

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

(48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

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

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

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E.O. 12989).

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

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.

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

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

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (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.

Alternate I (FEB 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

(End of Clause)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016).

ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(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 http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.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 http://www.acq.osd.mil/dpap/pdi/uid/uii_types.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 reparable and DoD serially managed nonreparables as specified in Attachment Number _

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

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

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

(ii) The issuing agency code—

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

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

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

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**

- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at [252.232-7003](#). If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods—
 - (i) Use of the embedded items capability in WAWF;
 - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
 - (iii) Via WAWF as a deliverable attachment for exhibit line item number *(fill in)* _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

THE FOLLOWING AFFARS CLAUSES ARE APPLICABLE TO THIS SOLICITATION:

AFFARS 5352.223-9001, HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (OCT 2019)

AFFARS 5352.242-9000, CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (OCT 2019)

AFFARS 5352.201-9101 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.

Center/MAJCOM ombudsman
HQ AF Global Strike Command/AFICA/KG
841 Fairchild Ave, Building 5541, Rm 327
Barksdale AFB, LA 71110.

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/AFISRA 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)