

**Metal Artwork  
Joint Base San Antonio-Lackland  
FA301623Q0079**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (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 separate Request for Proposal (RFP) will not be issued. The solicitation is issued as a Request for Quotation (RFQ). The solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular **2023-01** effective date 30 December 2022 & DFARS Publication Notice 20230131 effective date 31 January 2023 This purchase is restricted to Small Business concerns. This NAICS code is 339950 with a size standard of 500 employees. This is a requirement for purchase and installation of six (6) different metal art insignias/emblems following the style and dimensions detailed within the SOW.

(Please provide a quote for the line items listed below.)

SCHEDULE OF SUPPLIES/SERVICES					
CLIN	DESCRIPTION	QTY	Unit	Unit Price	Extended Amount
0001	Metal Artwork insignias/emblems  *IAW attached Statement of Work.	1	LO	\$ _____	\$ _____
TOTAL PRICE					\$ _____

**\*\*\*The quote shall be effective for 45 days after submission of quote.\*\*\***

**Please provide the information below:**

**FOB**    ☒ Destination

**Payment Terms:**

**Company Name:**

**POC:**

**E-Mail Address:**

**Warranty Information:**

**Do you have capacity to invoice electronically through WAWF? (Yes/No)\_\_\_\_\_**

**Shipping Cost Included?** ☒ Yes ☐ No

**Delivery Date:**

**UEI#**

**Telephone #**

**Tax ID#:**

### **Special Notes and Instructions:**

1. **Small Business Set-Aside.** This is a notice that this is a **total set-aside for Small Business Concerns**. Only quotes submitted by Small Business Concerns will be accepted by the Government. Any quote that is submitted by a contractor that is not a Small Business Concern will not be considered for award.
2. **Questions.** All questions pertaining to this RFQ shall be submitted in writing no later than 11 AM CST, Monday, 13 March 2022 to both to: TSgt Lyndon Limonius at Email: [lyndon.limonius@us.af.mil](mailto:lyndon.limonius@us.af.mil). Questions submitted beyond this deadline may not be accepted. Following the deadline we will compile all appropriate/relevant questions to the requirement and post answers on SAM.gov.
3. **Quote Preparation Instructions.** Please respond to this RFQ by emailing response to: TSgt Lyndon Limonius at Email: [lyndon.limonius@us.af.mil](mailto:lyndon.limonius@us.af.mil) no later than 12:00 P.M. CST, 24 March 2022 – Friday (or sooner if possible) in order to be considered timely. Offerors response to this RFQ shall include both a Price Quote and a Technical Quote. Any quote, modification, revision, or withdrawal of a quote received after the exact time specified above shall be determined as late and will not be considered unless received before award is finalized, the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition, and it was the only quote received.
4. **Special Note:** Please see attached SOW for specific product dimensions and colors and other special requests.
5. **Basis for Award.** 502d CONS/JBKAB will issue one firm fixed price purchase order to the vendor who is found to be responsive, responsible, and who provides the best value at the lowest fair and reasonable price for the requirement. The Government intends to make one (1) single award from the solicitation based on available funds.
6. **Award Determination.** For this procurement, award determination will be made based on Lowest Priced, Technically Acceptable quotes. The following factors shall be used to evaluate quotes: Price and Technical.

Completeness: Quotes will be reviewed to ensure that all line items have been priced and that Technical Factors have been provided.

Lowest Price: After establishing quotes that are considered complete, quotes shall be ranked in order from lowest total evaluated priced to highest total evaluated priced. Contractors are instructed to submit pricing in the schedule above. Total

Evaluated Price (TEP) = CLIN 0001.

Vendor shall submit digital diagrams or drawings via disk or hyperlink outlining specific colors and dimensions of each emblem along with their respective quote. All digital versions of the emblem **SHALL NOT** include individual or total price of the quote.

7. **Interchanges.** The Government intends to award a purchase order without interchanges with respective vendors/quoters. The Government however reserves the right to conduct interchanges if deemed in the best interest. The Government may consider, throughout the evaluation, the “correction potential” of any quotes. The judgement of such “correctional potential” is within the sole discretion of the Government and may be held with all, some, or none of the Quoters. If any aspect of a quote does not meet the Government requirements and is not considered correctable, the quote will be ineligible for award.
8. **Mandatory Registrations.** To be eligible for award, registration with the System for Award Management (SAM) must be current (legacy for On-line Registration and Certifications Application (ORCA) and Central Contractor Registration (CCR) registrations). To register or update former CCR and Reps & Certs that are not current go to <https://www.sam.gov/SAM/> and provide mandatory information.
9. **Delivery.** 30 days ARO. Delivery shall be FOB Destination and included in CLIN prices noted above, unless otherwise and clearly noted by quoter in submitted quote.

**Delivery Address: 209 Galaxy Road, JBSA Lackland, 78236  
Building 825)**

**10. The following FAR/DFARS/AFFARS provisions and clauses are  
applicable to this solicitation:**

(For full text references, go to [www.acquisition.gov](http://www.acquisition.gov))

**52.252-2 Clauses Incorporated by Reference. 1998-02**

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>

**FAR/DFAR/AFFAR Clauses Incorporated by Reference**

52.204-7 System for Award Management

52.204-13 System for Award Management Maintenance 52.204-16 Commercial and Government Entity Code Reporting

52.204-18 Commercial and Government Entity Code Maintenance 52.204-22 Alternative Line Item Proposal

52.211-6 Brand Name or Equal

52.211-17 Delivery of Excess Quantities 52.212-1 Instructions to Offers  
 52.212-3 Offeror Representations and Certifications-Commercial Items. (OCT 2018) Alternate I  
 2014-10 52.212-4 Contract Terms and Conditions – Commercial Items  
 52.223-18 Encouraging Contractor Policies on Ban Text Messaging While Driving  
 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation  
 52.225-13 Restrictions on Certain Foreign Purchases  
 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or  
 Transactions Relating to Iran-Representation and Certifications  
 52.232-23 Assignment of Claims  
 52.232-39 Unenforceability of Unauthorized Obligations  
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors 52.233-1 Disputes  
 52.233-3 Protest After Award  
 52.233-4 Applicable Law for Breach of Contract Claim 52.233-39 Unenforceability of  
 Unauthorized Obligations 52.247-34 FOB Destination  
 52.249-1 Termination for Convenience  
 52.252-1 Solicitation Provisions Incorporated By Reference  
 252.203-7000 Requirements Relating to Compensation of Former DoD Officials 252.203-7002  
 Requirements to Inform Employees of Whistleblower Rights 252.204-7003 Control of  
 Government Personnel Work Product  
 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support 252.215-  
 7013 Supplies and Services Provided by Nontraditional Defense Contractors 252.223-7008  
 Prohibition of Hexavalent Chromium  
 252.232-7010 Levies on Contract Payments  
 252.225-7001 Buy American Act and Balance of Payment Programs 252.225-7048 Export-  
 Controlled Items  
 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports 252.232-7010  
 Levies on Contract Payments  
 252.243-7001 Pricing of Contract Modifications 252.244-7000 Subcontracts for Commercial  
 Items 252.247-7023 Transportation of Supplies by Sea

#### **252.232-7006 Wide Area WorkFlow Payment Instructions. 2018-12**

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

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

(a) Definitions. As used in this clause-

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

"Document type" means the type of payment request or receiving report available for creation in Wide Area Work Flow (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): **Combined Invoice**

(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.

(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.  
N/A

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

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

- (v) For commercial item financing, submit a commercial item financing request.
- (2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- (f) [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC F87700

Issue By DoDAAC FA3016

Admin DoDAAC FA3016

Inspect By DoDAAC F2MT2M

Ship To Code F2MT2M

Ship From Code N/A

Mark For Code N/A

Service Approver (DoDAAC) F2MT2M

Service Acceptor (DoDAAC) F2MT2M

Accept at Other DoDAAC N/A

LPO DoDAAC N/A

DCAA Auditor DoDAAC N/A

Other DoDAAC(s) N/A

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

(5) Receiving report. The Contractor shall ensure a receiving report meets the

requirements of DFARS Appendix F.

(g) WAWF point of contact: Joanna Martinez at [joanne.martinez.1@us.af.mil](mailto:joanne.martinez.1@us.af.mil)

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

Contracting Officer: MSgt Alex Nieves at

[alex.nievesalvarez@us.af.mil](mailto:alex.nievesalvarez@us.af.mil)

Contracting Specialist: TSgt Lyndon Limonius

[lyndon.limonius@us.af.mil](mailto:lyndon.limonius@us.af.mil)

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

(End of clause)

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items. 2020-03**

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

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Mar 2020)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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. 3805note)).

(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:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

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

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

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101note).

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

☐ (10) [Reserved].

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

☐ (ii) Alternate I (Mar 2020) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).



\_\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.

\_\_\_\_ (13) [Reserved]

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

\_\_\_\_ (ii) Alternate I (Mar 2020).

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

\_\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

  X   (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Mar 2020) (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 (Mar 2020) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9

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

  X   (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

  x   (22) (i) 52.219-28, Post Award Small Business Program Representation (Mar 2020) (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 (Mar 2020) (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 (Mar 2020) (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)).

\_\_X\_\_ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.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 (Jan 2020) (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.

\_\_\_\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (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 (Jul 2014) (29 U.S.C.793).

\_\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.

\_\_x\_\_ (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_\_x\_\_ (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 (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (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 (Aug 2011) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (Jun 2016) (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.

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

\_\_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41

U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001

note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-

41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  x   (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)

(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the

National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

\_\_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

\_\_x\_\_ (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

\_\_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

\_\_\_\_ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_\_ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C.

206 and 41  
U.S.C. chapter 67).

\_\_\_\_ (4) 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).

\_\_\_\_ (5) 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).

\_\_\_\_ (6) 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).

\_\_\_\_ (7) 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).

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (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, and does not contain the clause at 52.215-2, Audit and Records- Negotiation.

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

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

finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889

(a)(1)(A) of Pub. L. 115-232).

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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(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 (Oct 2015) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (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 (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (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 (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Addendum to FAR 52.212-4 - Contract Terms and Conditions - Commercial Items  
(Oct 2018)

Paragraph (c) of Clause 52.212-4 is tailored as follows: (c) Changes. Changes to 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, appropriation data, etc., which may be changed unilaterally by the Government.

(End of Addendum)

#### **52.252-6 Authorized Deviations in Clauses. 1984-04**

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 (Apr 1984) (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause. (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation [insert regulation name] (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **AFFARS Clauses**

##### **Incorporated by Full Text**

**5352.201-9101 ACC**

##### **Ombudsman 10/1/2019**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of



the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman (Deputy Director of Contracting, AFICC

KT (OL-AET), 2035 First Street West, JBSA-Randolph, TX 78150-4304, telephone 210-652-1722.

The alternate ombudsman is the Chief, Clearance & Program Support Division, AFICC/KTC, 2035 First Street West, JBSA-Randolph, TX 78150- 4304, telephone 210-652-7075). As a matter of procedure, once the ombudsman has been contacted, s/he will issue a notification to the CONS office stating the ombudsman is engaged and will ask the CONS office not to take further action to the acquisition without coordination with the ombudsman). Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS)(Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

#### **Attachments:**

1. Statement of Work (SOW)\_Metal Art