

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

**NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.**

1. REQUISITION NUMBER			PAGE 1 OF		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER ( <i>No collect calls</i> )
			8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY CODE			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) <input type="checkbox"/> SDVOSB		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> FOR QUOTE (RFQ) INVITATION <input type="checkbox"/> FOR BID (IFB) REQUEST <input type="checkbox"/> FOR PROPOSAL (RFP)
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT ( <i>For Government Use Only</i> )	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )		
30b. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )		31c. DATE SIGNED

## **Solicitation/Contract Form**

Portable Latrines Services

Proposal Identifier: FA448423R0014

Date: 15 Jun 2023

## **Supplies or Services & Prices or Costs**

### **Additional Information/Notes**

#### **EXECUTIVE SUMMARY**

1. Introduction: The U.S. Air Force 87 Contracting Squadron (CONS), Joint Base MDL, New Jersey has a requirement for providing Portable Latrines Services in accordance with Performance Work Statement (PWS) (Attachment 1) dated 25 May 2023.

2. Contracting Strategy: The Government contemplates a single award of a Firm Fixed Price (FFP) Requirements IDIQ. The acquisition is based upon competition to represent the Best Value to the Government. For proposal instructions and submittal information, see Section L, entitled Specific Instructions, Conditions, and Notices to Offerors. For the basis of award, see Section M, entitled Evaluation Factors for Award.

3. Period of Performance (PoP): The anticipated PoP are as follows:

Base Period, Twelve (12) Month PoP from 01 Oct 2023 through 30 Sept 2024.

Option Year 1, Twelve (12) Month PoP from 01 Oct 2024 through 30 Sept 2025.

Option Year 2, Twelve (12) Month PoP from 01 Oct 2025 through 30 Sept 2026.

Option Year 3, Twelve (12) Month PoP from 01 Oct 2026 through 30 Sept 2027.

Option Year 4, Twelve (12) Month PoP from 01 Oct 2027 through 30 Sept 2028.

4. Contract Kind/Type: This will be a FFP Requirements IDIQ:

FFP:CLINS 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012

5. All options, if exercised, will be exercised in accordance with the terms and conditions of the contract. Option Clauses incorporated in the solicitation are as follows:

FAR 52.217-5, Evaluation of Options (Jul 1990)

FAR 52.217-9, Option to Extend the Term of the Contract (March 2000)

6. See Sections L (INSTRUCTIONS TO OFFERORS - Addendum to FAR Clause 52.212-1, Instructions to Offerors - Commercial Items) and Section M (ADDENDA TO 52.212-2 -Evaluation - Commercial Items) for details pertaining to pricing.

7. A Contracting Officers Representative (COR) will monitor Contractor's performance in accordance with Solicitation Section J, Attachment 4, Quality Assurance Surveillance Plan (QASP).

8. This requirement is a Small Business (SB) set aside and thus the Offeror is not required to submit a Small Business Subcontracting Plan in accordance with FAR Clause 52.219-9, Small Business Subcontracting Plan.

9. If Offerors have questions they are requested to submit them grouped by solicitation section and make reference to the particular Section / subsection number. Questions must be received not later than 2:00 pm EDT on June 23, 2023 to Adam Donofrio at adam.donofrio@us.af.mil and Dennis Sughrue at dennis.sughrue@us.af.mil.

Questions or requests for extension submitted after the cut-off date will not be considered.

10. Contractors must have an active registration in System for Award Management (SAM) in order to submit proposal and be awarded a Department of Defense (DoD) contract. If you need to register in SAM, please do so using the following link: <https://www.sam.gov/sam>.

11. This Executive Summary has been prepared as an aid to you, the potential offeror. The Government has made every effort to accurately reflect the requirements and information contained in this solicitation. However, if there are any inconsistencies between the executive summary and the solicitation, the solicitation will govern.

## PRICING SCHEDULE

### SUMMARY OF PRICES

BASE YEAR (01 Oct 23 - 30 Sept 24) \$\_\_\_\_\_

OPTION YEAR ONE (01 Oct 24 - 30 Sept 25) \$\_\_\_\_\_

OPTION YEAR TWO (01 Oct 25 - 30 Sept 26) \$\_\_\_\_\_

OPTION YEAR THREE (01 Oct 26 - 30 Sept 27) \$\_\_\_\_\_

OPTION YEAR FOUR (01 Oct 27 - 30 Sept 28) \$\_\_\_\_\_

GRAND TOTAL (BASE PLUS 4 OPTION YEARS) \$\_\_\_\_\_

NOTE1: COMPLETE UNIT PRICES AND TOTAL AMOUNTS. TOTAL MUST BE EXACT AND WILL BE LIMITED TO TWO SPACES AFTER THE DECIMAL POINT.

NOTE2: IN CASE OF VARIATION BETWEEN THE UNIT PRICE AND EXTENSION, UNIT PRICE WILL BE CONSIDERED THE OFFER.

NOTE3: FAILURE TO PROVIDE PRICING ON ALL CLINS WILL BE CONSIDERED A NONCONFORMING PROPOSAL AND WILL PRECLUDE THE PROPOSAL FROM ANY FURTHER AWARD CONSIDERATION.

NOTE4: CLAUSES AND PROVISIONS IN THIS DOCUMENT WILL BE NUMBERED IN SEQUENCE, BUT WILL NOT NECESSARILY APPEAR IN CONSECUTIVE ORDER.

NOTE5: INSTRUCTIONS TO OFFERORS FOR COMMERCIAL ACQUISITIONS, OFFEROR REPRESENTATIONS AND CERTIFICATION-COMMERCIAL ITEMS AND PROPOSAL PREPARATION INSTRUCTIONS WILL BE PHYSICALLY REMOVED FROM ANY RESULTANT AWARD, BUT WILL BE DEEMED TO BE INCORPORATED BY REFERENCE IN THE AWARD.

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	Portable Latrine Rentals Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4,180	Each		
0002	Handicapped Latrines Rentals Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	55	Each		
0003	Handwash Sink Rentals Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	465	Each		
0004	Extra Service and Cleaning Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	800	Each		
0005	Emergency Relocations	250	Each		

	Product Service Code: W045 Pricing Arrangement: Firm Fixed Price				
0006	Special event rental and service of portable latrines Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	230	Each		
0007	Special event rental and service of portable handicapped latrines Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	60	Each		
0008	Special event rental and service of portable hand wash sinks Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	35	Each		
0009	Special event rental and service of portable latrines with hand wash sinks Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
0010	Rental of Hand Sanitizers For Toilets Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	30	Each		
0011	4-Station Hand Sanitizer stations Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
0012	Sanitizers Refill Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	50	Each		
Option Line Item 1001	Portable Latrine Rentals Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4,180	Each		
Option Line Item 1002	Handicapped Latrines Rentals Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	55	Each		
Option Line Item 1003	Handwash Sink Rentals Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	465	Each		

Option Line Item 1004	Extra Service and Cleaning  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	800	Each		
Option Line Item 1005	Emergency Relocations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	250	Each		
Option Line Item 1006	Special event rental and service of portable latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	230	Each		
Option Line Item 1007	Special event rental and service of portable handicapped latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	60	Each		
Option Line Item 1008	Special event rental and service of portable hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	35	Each		
Option Line Item 1009	Special event rental and service of portable latrines with hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 1010	Rental of Hand Sanitizers For Toilets  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 1011	4-Station Hand Sanitizer stations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 1012	Sanitizers Refill  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	50	Each		

Option Line Item 2001	Portable Latrine Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4,180	Each		
Option Line Item 2002	Handicapped Latrines Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	55	Each		
Option Line Item 2003	Handwash Sink Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	465	Each		
Option Line Item 2004	Extra Service and Cleaning  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	800	Each		
Option Line Item 2005	Emergency Relocations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	250	Each		
Option Line Item 2006	Special event rental and service of portable latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	230	Each		
Option Line Item 2007	Special event rental and service of portable handicapped latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	60	Each		
Option Line Item 2008	Special event rental and service of portable hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	35	Each		
Option Line Item 2009	Special event rental and service of portable latrines with hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 2010	Rental of Hand Sanitizers For Toilets	30	Each		



	Product Service Code: W045 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2011	4-Station Hand Sanitizer stations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 2012	Sanitizers Refill  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	50	Each		
Option Line Item 3001	Portable Latrine Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4,180	Each		
Option Line Item 3002	Handicapped Latrines Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	55	Each		
Option Line Item 3003	Handwash Sink Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	465	Each		
Option Line Item 3004	Extra Service and Cleaning  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	800	Each		
Option Line Item 3005	Emergency Relocations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	250	Each		
Option Line Item 3006	Special event rental and service of portable latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	230	Each		
Option Line Item 3007	Special event rental and service of portable handicapped latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	60	Each		

Option Line Item 3008	Special event rental and service of portable hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	35	Each		
Option Line Item 3009	Special event rental and service of portable latrines with hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 3010	Rental of Hand Sanitizers For Toilets  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 3011	4-Station Hand Sanitizer stations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 3012	Sanitizers Refill  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	50	Each		
Option Line Item 4001	Portable Latrine Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4,180	Each		
Option Line Item 4002	Handicapped Latrines Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	55	Each		
Option Line Item 4003	Handwash Sink Rentals  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	465	Each		
Option Line Item 4004	Extra Service and Cleaning  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	800	Each		

Option Line Item 4005	Emergency Relocations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	250	Each		
Option Line Item 4006	Special event rental and service of portable latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	230	Each		
Option Line Item 4007	Special event rental and service of portable handicapped latrines  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	60	Each		
Option Line Item 4008	Special event rental and service of portable hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	35	Each		
Option Line Item 4009	Special event rental and service of portable latrines with hand wash sinks  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 4010	Rental of Hand Sanitizers For Toilets  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	30	Each		
Option Line Item 4011	4-Station Hand Sanitizer stations  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 4012	Sanitizers Refill  Product Service Code: W045 Pricing Arrangement: Firm Fixed Price	50	Each		

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

### **Requirements**

See the Performance Work Statement (Attachment 1)

## **Packaging and Marking**

## Inspection and Acceptance

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>

0005	<p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p>

	<p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
0012	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>



Option Line Item 1002	<p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p>

	<p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>

Option Line Item 1011	<p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 1012	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p>

	<p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>

Option Line Item 2008	<p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 2012	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p>

	<p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>

Option Line Item 3005	<p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p>

	<p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3011	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 3012	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>



Option Line Item 4002	<p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p>

	<p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
Option Line Item 4010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>

<p>Option Line Item 4011</p>	<p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>
<p>Option Line Item 4012</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: F3A3Q5 CountryCode: USA</p> <p>87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES</p>



**Deliveries or Performance**

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 01 Oct 2023 To 30 Sep 2024	4,180 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0002	Period of Performance From 01 Oct 2023 To 30 Sep 2024	55 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0003	Period of Performance From 01 Oct 2023 To 30 Sep 2024	465 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0004	Period of Performance From	800 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

	01 Oct 2023 To 30 Sep 2024		
0005	Period of Performance From 01 Oct 2023 To 30 Sep 2024	250 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0006	Period of Performance From 01 Oct 2023 To 30 Sep 2024	230 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0007	Period of Performance From 01 Oct 2023 To 30 Sep 2024	60 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0008	Period of Performance From 01 Oct 2023 To 30 Sep 2024	35 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

0009	Period of Performance From 01 Oct 2023 To 30 Sep 2024	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0010	Period of Performance From 01 Oct 2023 To 30 Sep 2024	30 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0011	Period of Performance From 01 Oct 2023 To 30 Sep 2024	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
0012	Period of Performance From 01 Oct 2023 To 30 Sep 2024	50 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
		4,180 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA

Option Line Item 1001	Period of Performance From 01 Oct 2024 To 30 Sep 2025		87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1002	Period of Performance From 01 Oct 2024 To 30 Sep 2025	55 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1003	Period of Performance From 01 Oct 2024 To 30 Sep 2025	465 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1004	Period of Performance From 01 Oct 2024 To 30 Sep 2025	800 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
		250 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES



Option Line Item 1005	Period of Performance From 01 Oct 2024 To 30 Sep 2025		
Option Line Item 1006	Period of Performance From 01 Oct 2024 To 30 Sep 2025	230 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1007	Period of Performance From 01 Oct 2024 To 30 Sep 2025	60 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1008	Period of Performance From 01 Oct 2024 To 30 Sep 2025	35 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1009	Period of Performance From	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

	01 Oct 2024 To 30 Sep 2025		
Option Line Item 1010	Period of Performance From 01 Oct 2024 To 30 Sep 2025	30 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1011	Period of Performance From 01 Oct 2024 To 30 Sep 2025	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 1012	Period of Performance From 01 Oct 2024 To 30 Sep 2025	50 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2001	Period of Performance From 01 Oct 2025 To 30 Sep 2026	4,180 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

Option Line Item 2002	Period of Performance From 01 Oct 2025 To 30 Sep 2026	55 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2003	Period of Performance From 01 Oct 2025 To 30 Sep 2026	465 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2004	Period of Performance From 01 Oct 2025 To 30 Sep 2026	800 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2005	Period of Performance From 01 Oct 2025 To 30 Sep 2026	250 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
		230 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA

Option Line Item 2006	Period of Performance From 01 Oct 2025 To 30 Sep 2026		87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2007	Period of Performance From 01 Oct 2025 To 30 Sep 2026	60 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2008	Period of Performance From 01 Oct 2025 To 30 Sep 2026	35 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2009	Period of Performance From 01 Oct 2025 To 30 Sep 2026	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
		30 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

Option Line Item 2010	Period of Performance From 01 Oct 2025 To 30 Sep 2026		
Option Line Item 2011	Period of Performance From 01 Oct 2025 To 30 Sep 2026	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 2012	Period of Performance From 01 Oct 2025 To 30 Sep 2026	50 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3001	Period of Performance From 01 Oct 2026 To 30 Sep 2027	4,180 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3002	Period of Performance From	55 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

	01 Oct 2026 To 30 Sep 2027		
Option Line Item 3003	Period of Performance From 01 Oct 2026 To 30 Sep 2027	465 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3004	Period of Performance From 01 Oct 2026 To 30 Sep 2027	800 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3005	Period of Performance From 01 Oct 2026 To 30 Sep 2027	250 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3006	Period of Performance From 01 Oct 2026 To 30 Sep 2027	230 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

Option Line Item 3007	Period of Performance From 01 Oct 2026 To 30 Sep 2027	60 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3008	Period of Performance From 01 Oct 2026 To 30 Sep 2027	35 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3009	Period of Performance From 01 Oct 2026 To 30 Sep 2027	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3010	Period of Performance From 01 Oct 2026 To 30 Sep 2027	30 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
		4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA

Option Line Item 3011	Period of Performance From 01 Oct 2026 To 30 Sep 2027		87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 3012	Period of Performance From 01 Oct 2026 To 30 Sep 2027	50 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4001	Period of Performance From 01 Oct 2027 To 30 Sep 2028	4,180 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4002	Period of Performance From 01 Oct 2027 To 30 Sep 2028	55 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
		465 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES



Option Line Item 4003	Period of Performance From 01 Oct 2027 To 30 Sep 2028		
Option Line Item 4004	Period of Performance From 01 Oct 2027 To 30 Sep 2028	800 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4005	Period of Performance From 01 Oct 2027 To 30 Sep 2028	250 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4006	Period of Performance From 01 Oct 2027 To 30 Sep 2028	230 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4007	Period of Performance From	60 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

	01 Oct 2027 To 30 Sep 2028		
Option Line Item 4008	Period of Performance From 01 Oct 2027 To 30 Sep 2028	35 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4009	Period of Performance From 01 Oct 2027 To 30 Sep 2028	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4010	Period of Performance From 01 Oct 2027 To 30 Sep 2028	30 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
Option Line Item 4011	Period of Performance From 01 Oct 2027 To 30 Sep 2028	4 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES

Option Line Item 4012	Period of Performance From 01 Oct 2027 To 30 Sep 2028	50 Each	Place of Performance DoDAAC: F3A3Q5 CountryCode: USA 87 CES CEO AF BPN NO MILSBILLS PROCESSES, BLDG 3104 VANDENBERG AVE MC GUIRE AFB, NJ 08641-5013 UNITED STATES
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# **DFARS Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
252.247-7023	Transportation of Supplies by Sea.	Jan 2023

## Contract Administration Data

### DFARS Clauses Incorporated by Reference

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

### DFARS Clauses Incorporated by Full Text

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

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(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.

2 IN 1 INVOICE

(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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>F87700</u>
Issue By DoDAAC	<u>FA4484</u>
Admin DoDAAC	<u>FA4484</u>
Inspect By DoDAAC	<u>N/A</u>
Ship To Code	<u>F3A3Q5</u>
Ship From Code	<u>N/A</u>
Mark For Code	<u>N/A</u>
Service Approver (DoDAAC)	<u>F3A3Q5</u>
Service Acceptor (DoDAAC)	<u>F3A3Q5</u>
Accept at Other DoDAAC	<u>N/A</u>

LPO DoDAAC	<u>N/A</u>
DCAA Auditor DoDAAC	<u>N/A</u>
Other DoDAAC(s)	<u>N/A</u>

(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.

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

(End of clause)

## **Special Contract Requirements**

## Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-3	Gratuities.	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Dec 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.	Sep 2013
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	Aug 2018
52.228-5	Insurance-Work on a Government Installation.	Jan 1997
52.229-3	Federal, State, and Local Taxes.	Feb 2013
52.232-18	Availability of Funds.	Apr 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984
52.237-3	Continuity of Services.	Jan 1991
52.242-13	Bankruptcy.	Jul 1995

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023
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
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Jan 2023
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
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
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.232-7010	Levies on Contract Payments.	Dec 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	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. Jun 2023

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 (Jun 2023)

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) 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:
- [X] (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).
- [X] (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).
- [X] (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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- [X] (9) 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).
- [X] (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- [ ] (11) [Reserved].
- [ ] (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- [ ] (13) 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).
- [ ] (14) [Reserved]
- [X] (15)
- (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.
- [ ] (16)
- (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.
- [X] (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).
- [ ] (18)
- (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.

☒ (19)

(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.

☒ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

☒ (23)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2023)(15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (24) 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)).

☐ (25) 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)).

☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

☒ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (31)

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

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☒ (32)

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

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

☒ (33)

(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.

☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (36)

(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).

[X] (37) 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.)

[ ] (38)

(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.)

[ ] (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

[ ] (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

[ ] (41)

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

[ ] (ii) Alternate I (Oct 2015) of 52.223-13.

[ ] (42)

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

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

[ ] (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

[ ] (44)

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

[ ] (ii) Alternate I (Jun 2014) of 52.223-16.

[X] (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

[ ] (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

[ ] (47) 52.223-21, Foams (Jun2016) (E.O. 13693).

[ ] (48)

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

[ ] (ii) Alternate I (Jan 2017) of 52.224-3.

[ ] (49)

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

[ ] (ii) Alternate I (Oct 2022) of 52.225-1.

[ ] (50)

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

[ ] (ii) Alternate I [Reserved].

[ ] (iii) Alternate II (Dec 2022) of 52.225-3.

[ ] (iv) Alternate III (Jan 2021) of 52.225-3.

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

[ ] (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (52) 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).

[ ] (53) 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).

[ ] (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[ ] (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

[ ] (57) 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).

[ ] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

[ ] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[ ] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[ ] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[ ] (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

[ ] (64)

(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:

[X] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

[X] (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).

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

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

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

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

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

[X] (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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 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.

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

(viii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

(xii) 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.

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

(xiv)

(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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

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

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

(xx)

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 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)

## **52.216-18 Ordering. Aug 2020**

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

### **Ordering (Aug 2020)**

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

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

## **52.216-19 Order Limitations. Oct 1995**

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

### **Order Limitations (Oct 1995)**

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

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

(1) Any order for a single item in excess of \$400,000.00;

(2) Any order for a combination of items in excess of \$2,000,000.00; or

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

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

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

(End of clause)

## **52.216-21 Requirements. Oct 1995**

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

### **Requirements (Oct 1995)**

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2028.

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

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

### **Option to Extend Services (Nov 1999)**

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

(End of clause)

## **52.217-9 Option to Extend the Term of the Contract. Mar 2000**

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

### **Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (5 yrs plus 6 months).

(End of clause)

#### **52.222-42 Statement of Equivalent Rates for Federal Hires. May 2014**

As prescribed in 22.1006(b), insert the following clause:

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

SEE ATTACHMENTS 2 and 3 for DOL Wage Determinations

(End of clause)

#### **52.232-11 Extras. Apr 1984**

As prescribed in 32.111(c)(2), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

#### **52.252-2 Clauses Incorporated by Reference. Feb 1998**

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

Clauses Incorporated By Reference (Feb 1998)

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

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

(End of clause)

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

#### **252.237-7023 Continuation of Essential Contractor Services. Oct 2010**

As prescribed in 237.7603(a), use the following clause:

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.



(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment \_\_\_\_\_, Mission-Essential Contractor Services, dated \_\_\_\_\_.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

## Supplemental Clauses Incorporated by Full Text

### 5352.201-9101 AMC 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, Mrs. Susan Madison, AFICC OL AMC, 510 POW/MIA, Scott AFB, IL 62225-5022, 618-229-0267, fax 618-256-5724, email: susan.madison@us.af.mil. 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)

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

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

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

(a) In performing work under this contract on a Government installation, the contractor shall:(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and (2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.(End of clause)

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

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

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

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

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

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

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

(End of clause)

## List of Attachments

Attachment 1 - Performance Work Statement

Attachment 2 - Wage Determination Burlington 2015-4191 Rev 22

Attachment 3 - Wage Determination Ocean 2015-4195 Rev 22

Attachment 4 - Draft Quality Assurance Surveillance Plan

Attachment 5 - SFS Appendix - CONTRACTOR APPENDIX SEP 21

Attachment 6 - JB MDL Antiterrorism Awareness for Contractors (Trifold)

Attachment 7 - JB MDL AT Awareness Guide for Contractors, 1FEB22

Attachment 8 - Medical Statement

Attachment 9 - Past Performance Questionnaire and Cover Letter

Attachment 10 - Bid Schedule

## Representations, Certification, & Other Statements

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021
252.225-7031	Secondary Arab Boycott of Israel .	Jun 2005
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.	Dec 2022
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)

### **52.212-3 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.

### **52.212-3 Deviation 2023-O0002 Offeror Representations and Certifications - Commercial Products and Commercial Services (DEVIATION 2023-O0002) Dec 2022**

#### **52.212-3 Offeror Representations and Certifications - Commercial Products and Commercial Services (DEVIATION 2023-O0002).**

Effective December 19, 2022, insert the following provision in solicitations for the acquisition of commercial products or commercial services. This provision provides a single, consolidated list of representations and certification for the acquisition of commercial products or commercial services and is attached to the solicitation for offerors to complete. This provision may not be tailored except in accordance with FAR subpart 1.4. Use the provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard.

#### Offeror Representations and Certifications - Commercial Products and Commercial Services (DEVIATION 2023-O0002) (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* -

- (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 \$850,000 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: \_\_\_\_\_.]

Note to paragraphs (c)(8) and (9):

Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

(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:

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Line Item No.	Country of origin
=====	=====
=====	=====
=====	=====

[List as necessary]

(3) *Buy American - Free Trade Agreements - Israeli Trade Act Certificate, Alternate III.* If Alternate III 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 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. (S) 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. (S) 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. (S) 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).*

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

(2) *Certification.*

[ ] (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.)

(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 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 email 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 (50 U.S.C. 1701 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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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)

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

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

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

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

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

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

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

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

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

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

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

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

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

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

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

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

(End of provision)

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

### **52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

Addendum to 52.212-1(c), Period for Acceptance of Offers. The paragraph is tailored as follows: "The offeror agrees to hold the prices in its offer firm for 225 calendar days from the date specified for receipt of offers."

### **ADDENDA TO 52.212-1, PROPOSAL PREPARATION INSTRUCTIONS**

A. To assure timely and equitable evaluation of the proposal, the offeror must follow the instructions contained herein. The proposal must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of two (2) separate parts; Part I - Price Proposal, and Part II - Past Performance Information.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional data will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit cost data to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

#### **C. Specific Instructions:**

1. Requirements of the RFP (CLINs &PWS) and government standards and regulations pertaining to the PWS.

2. Evaluation Factors for Award in section, 52.212-2 EVALUATION - COMMERCIAL ITEMS of this RFP.

1. PART I - PRICE PROPOSAL - Submit original and one (1) copy.

(a) Complete blocks 12, 17a, and 30 a, b, and c of the SF1449. In doing so, the offeror accedes to the contract terms and conditions as written in the SOLICITATION, with attachments. The SOLICITATION constitutes the model contract.

(b) Insert proposed unit and extended prices in the Pricing Schedule. The extended amount must equal the whole dollar unit price multiplied by the number of units. The proposal(s) must be submitted for a 1 year base period plus four (4) Option Years.

(c) Complete the necessary fill-ins and certifications in provisions. The provision FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, shall be returned along with the proposal.

## 2. PART II - PAST PERFORMANCE INFORMATION - Only references for relevant contracts are desired.

Recent past performance would include any efforts within the past five years. Submit one (1) copy.

(a) Quality and Satisfaction Rating for Contracts Completed in the Past Five (5) Years: Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality for relevant past and present efforts/contracts (similar in scope and magnitude of effort and complexities this solicitation requires). In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(b) Performance Surveys: The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The government will use information submitted by the offeror and any other sources of information available to the government to assess past performance. Provide a list of no more than five (5), of the most relevant contracts performed for Federal agencies and commercial customers within the last five (5) years. Relevant contracts include integrated solid waste management services that is similar to or greater in scope, magnitude, and complexity than the effort described in the PWS. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Furnish the following information for each contract listed:

(i) Company/Division name

(ii) Product/Service

(iii) Contracting Agency/Customer

(iv) Contract Number

(v) Contract Dollar Value

(vi) Period of Performance

(vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer

(viii) Comments regarding compliance with contract terms and conditions

(ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on previous teaming arrangements with same partner. If this is

a first-time joint effort, each party to the arrangement must provide a list of no more than five (5), of the most relevant contracts performed for Federal agencies and commercial customers within the last five (5) years.

(c) Subcontractor Consent:

Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

(d) Documents submitted in response to this solicitation must be fully responsive to and consistent with the following:

1. Requirements of the solicitation and Performance Work Statement (PWS), and government standards and regulations pertaining to the PWS.
2. Evaluation Factors for Award as referenced in section, 52.212-2 EVALUATION - COMMERCIAL ITEMS.

General Information

**INFORMATION REGARDING SUBMISSION OF PROPOSAL:** While electronic submissions or mailed-in proposals are preferred, hand-carried proposals will also be accepted. Hand carried proposals are to be brought to the 87th Contracting Squadron, Attention: Adam Donofrio, 2402 Vandenberg Avenue, Joint Base McGuire-Dix- Lakehurst, NJ 08641. If hand carrying proposals, offerors are instructed to notify Adam Donofrio via email (adam.donofrio@us.af.mil) of their intent to do so 72 hours prior. The sealed envelope or package used to submit your proposal must show the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

Offerors are cautioned that JB MDL, NJ has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. **SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS.** Offerors should allow sufficient time to obtain a visitor pass and arrive at 87th Contracting Squadron, 1902 E. 3rd Street, JB MDL, NJ 08641 **PRIOR** to the time specified for receipt. Late proposals will be processed in accordance with FAR 52.212-1(f) "Late submission, modifications, revisions, and withdrawals of offers."

**FEDERAL HOLIDAYS:** The following Federal Legal Holidays are observed by this base:

New Year's Day 1 January

Martin Luther King's Birthday Third Monday in January

Presidents Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth National Independence Day 19 June

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

#### **FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
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.	Mar 2023
52.237-1	Site Visit.	Apr 1984

#### **DFARS Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Mar 2022
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023

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

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

As prescribed in 33.106 , insert the following provision:

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 87 CONS, 2402 Vandenberg Ave. JBMDL, NJ 08641.

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

(End of provision)

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

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

(End of provision)

## DFARS Clauses Incorporated by Full Text

### 252.215-7008 Only One Offer. Dec 2022

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

#### ONLY ONE OFFER (DEC 2022)

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

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

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

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

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

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable is not required at this time but will be requested if needed.

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

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

(End of provision)

## Evaluation Factors for Award

### 52.212-2 -- Evaluation -- Commercial Items

(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) PAST PERFORMANCE

(2) PRICE

Past Performance is significantly more important than price when being evaluated.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). Contract extensions in accordance with FAR 52.217-8, Option to Extend Services, the government will evaluate the price of any possible extension as described in FAR 52.217-9, Option to Extend the Term of the Contract, by dividing the price in the last option period by twelve, multiplying that figure by six, and adding it to the total price of the base and all options.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

### ADDENDA TO 52.212-2 - Evaluation Factors for Award

**BASIS FOR CONTRACT AWARD:** This is a competitive best value source selection where past performance is rated significantly more important than price. By submission of its offer, the offeror accedes to the terms and conditions of this model contract. All such offers shall be treated equally except for their prices and performance records. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:



A. Initially, offers shall be ranked according to price, including option prices. An offeror's proposed prices will be determined by multiplying the quantities identified in the pricing schedule by the proposed unit price for each item to confirm the extended amount for each. Proposal evaluation will then proceed according to this addendum. Offerors whose total evaluated price is unreasonable (in accordance with FAR 15.404 and FAR 31.201-3), unbalanced (in accordance with FAR 15.404-1), or unaffordable (not within any budgetary information included in the solicitation) may not be considered for award.

B. Next, the contracting officer shall seek recent and relevant performance information from all offerors on (1) the references provided by the offeror and (2) data independently obtained from other government and commercial sources. Recent past performance would include any efforts within the past five years.

C. Relevant present/past performance includes performance of efforts similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The purpose of the past performance evaluation is to allow the government to assess the offeror's probability of meeting the solicitation requirements based on the offeror's demonstrated past performance period. The assessment process will result in an overall performance confidence assessment rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Neutral Confidence as defined in DoD Source Selection Procedures, Table 5, Performance Confidence Assessments. Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will be rated as highly as past performance information for the principal offeror. Offerors with no recent/relevant performance history or if the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned shall receive the rating "Neutral Confidence", meaning the rating is treated neither favorably nor unfavorably.

#### TABLE 5 - PERFORMANCE CONFIDENCE ASSESSMENTS

\*Substantial Confidence - Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

\*Satisfactory Confidence - Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Neutral Confidence - No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence - Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence - Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

\*SUBSTANTIAL or SATISFACTORY confidence rating is worth more than a NEUTRAL.

D. In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this solicitation. The government will use the following relevancy definitions as defined in DoD Source Selection Procedures, Table 4, Past Performance Relevancy Ratings, when assessing recent/relevant contracts.

#### TABLE 4. PAST PERFORMANCE RELEVANCY RATINGS

Very Relevant - Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant - Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant - Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant - Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

E. If the lowest priced evaluated offer is judged to have a "Substantial Confidence" performance rating, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

F. If the lowest priced offeror is not judged to have a "Substantial Confidence" performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a "Substantial Confidence" performance confidence assessment, or until all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.

G. Offerors are cautioned to submit sufficient information and in the format specified in the proposal preparation instructions to permit a meaningful assessment of past performance. Offerors may be asked to clarify certain aspects of their proposal or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance

information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

H. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.

I. Evaluation Notices (ENs) and Final Proposal Revisions (FPR): If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to ENs and the FPR will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the FPR are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and ineligible for award.

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

##### **52.217-5 Evaluation of Options. Jul 1990**

As prescribed in 17.208(c), insert a provision substantially the same as the following:

#### **EVALUATION OF OPTIONS (JULY 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)