



Section SF 1449 - CONTINUATION SHEET

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 |  | 1 | Each |  |  |
|  | Weld and Repair Trim PadFFPContractor shall provide all labor, tools, material, equipment, and transportation necessary to make required repairs to two (2) A/F32A-18 Noise Suppressors IAW the SOW.NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.FOB: DestinationPURCHASE REQUEST NUMBER: F1N2E16355AW01SIGNAL CODE: A  |  |
|  |  |  |
|  |  |
|  |
|  | NET AMT |  |
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|  |  |  |  |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CLIN  | INSPECT AT  | INSPECT BY  | ACCEPT AT  | ACCEPT BY  |
| 0001  | Destination  | Government  | Destination  | Government  |

DELIVERY INFORMATION

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CLIN  | DELIVERY DATE  | QUANTITY  | SHIP TO ADDRESS  | DODAAC / CAGE  |
|   |   |   |   |   |
| 0001  | 30 dys. ADC  | 1  | 14FTW/MAQ-F1N2E1KENNETH PHELPS795 LOCKHART STREET BLDG 634COLUMBUS AFB MS 39710(662) 434-2499FOB: Destination  | F1N2E1  |

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 52.204-7  | System for Award Management  | JUL 2013  |   |
| 52.204-13  | System for Award Management Maintenance  | JUL 2013  |   |
| 52.204-16  | Commercial and Government Entity Code Reporting  | JUL 2016  |   |
| 52.204-18  | Commercial and Government Entity Code Maintenance  | JUL 2016  |   |
| 52.204-19  | Incorporation by Reference of Representations and Certifications.  | DEC 2014  |   |
| 52.209-10  | Prohibition on Contracting With Inverted Domestic Corporations  | NOV 2015  |   |
| 52.212-1  | Instructions to Offerors--Commercial Items  | OCT 2016  |   |
| 52.212-4  | Contract Terms and Conditions--Commercial Items  | MAY 2015  |   |
| 52.232-23  | Assignment Of Claims  | MAY 2014  |   |
| 52.232-40  | Providing Accelerated Payments to Small Business Subcontractors  | DEC 2013  |   |
| 52.247-34  | F.O.B. Destination  | NOV 1991  |   |
| 252.203-7000  | Requirements Relating to Compensation of Former DoD Officials  | SEP 2011  |   |
| 252.203-7002  | Requirement to Inform Employees of Whistleblower Rights  | SEP 2013  |   |
| 252.204-7004 Alt A  | System for Award Management Alternate A  | FEB 2014  |   |
| 252.232-7003  | Electronic Submission of Payment Requests and Receiving Reports  | JUN 2012  |   |
| 252.232-7010  | Levies on Contract Payments  | DEC 2006  |   |
| 252.247-7023  | Transportation of Supplies by Sea  | APR 2014  |   |

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at [https://www.sam.gov/portal](https://www.sam.gov/portal%20) . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

“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. 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.

“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”means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 the 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.

(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 posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_ . *[Offeror to identify the applicable paragraphs at (c) through (q) 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 to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern.

(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 it [ \_\_\_ ] is, [ \_\_\_ ] is not a service-disabled veteran-owned small business concern.

(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.

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture*: \_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

[*The offeror shall check the category in which its ownership falls*]:

 \_\_\_ Black American.

 \_\_\_ Hispanic American.

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

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

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

 \_\_\_ Individual/concern, other than one of the preceding.

(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) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has consideredcomponents of unknown origin tohave been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “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 |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[List as necessary]

(3) The Government will evaluate offersin accordance with the policies and procedures ofFAR Part 25.

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii)of this provision, is a domestic end product and that for other than COTS items, the offeror has consideredcomponents of unknown origin tohave been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “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) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

(iv) 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 I*. If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

 \_\_\_

*[List as necessary]*

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act'':

Canadian or Israeli End Products:

|  |  |
| --- | --- |
| Line Item No.: | Country of Origin: |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

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

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

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

|  |  |
| --- | --- |
| Line Item No.: | Country of Origin: |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

(5) *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; and

(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 $3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

|  |  |
| --- | --- |
| Listed End Product: | Listed Countries of Origin: |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

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

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

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

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

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

(2) [ \_\_\_ ] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database 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 Certification. 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 $3,500 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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 DUNS Number 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).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 items: (Contracting Officer check as appropriate.)

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

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

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

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

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

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

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

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_\_(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

\_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(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.)

\_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

\_\_\_\_ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

XX (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_(46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

\_\_\_\_ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

\_\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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.)

(xiii) 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)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.252-2 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):

***http://farsite.hill.af.mil***

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

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

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid\_equivalents.html.

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

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

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

Government's unit acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.aimglobal.org/?Reg_Authority15459>.

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii\_types.html.

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

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

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

------------------------------------------------------------------------

 Contract line, subline, or exhibit

 line item No. Item description

------------------------------------------------------------------------

 ...................................

------------------------------------------------------------------------

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

------------------------------------------------------------------------

 Contract line, subline, or exhibit

 line item No. Item description

------------------------------------------------------------------------

See Schedule

------------------------------------------------------------------------

(If items are identified in the Schedule, insert ``See Schedule'' in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

technology--International symbology specification--Data matrix; ECC200 data matrix specification.

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

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

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

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers

and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

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

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

version.

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

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

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the

contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

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

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

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

system.

Routing Data Table\*

--------------------------------------------------------------------------------------------

Field Name in WAWF Data to be entered in WAWF

--------------------------------------------------------------------------------------------

Pay Official DoDAAC F67100

Issue By DoDAAC FA3022

Admin DoDAAC FA3022

Inspect By DoDAAC F1N2E1

Ship To Code \_\_\_\_

Ship From Code \_\_\_\_

Mark For Code \_\_\_\_

Service Approver (DoDAAC) F1N2E1

Service Acceptor (DoDAAC) F1N2E1

Accept at Other DoDAAC \_\_\_\_

LPO DoDAAC \_\_\_\_

DCAA Auditor DoDAAC \_\_\_\_

Other DoDAAC(s) \_\_\_\_

--------------------------------------------------------------------------------------------

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

 ivan.luckett.1@us.af.mil

(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.

 eric.gonzalez.17@us.af.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**5352.201-9101 Ombudsman**

As prescribed in [5301.9103](https://cs1.eis.af.mil/sites/afcc/knowledge_center/policy_memo_15_c_02/Memo%20Attachments/5301.docx#p53019103), insert the following clause:

**OMBUDSMAN (Jun 2016)**

(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](http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction/) competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman. The AETC ombudsman is Mr. David E. Jones, deputy Director of Contracting, AFICA/KT, 2035 First Street West, JBSA Randolph ADB TX 78150-4304, telephone 210-652-1722, facsimile 210-652-8344 or david.jones.3@us.af.mil. The alternate Ombudsman for AETC Contracting Squadrons is Stephen G. Smith, Chief, Clearance & Support Division, AFICA/KTC, 2035 First Street West, JBSA Randolph TX 78150-4304, telephone 210-652-7075. 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.

(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)

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

1. Contractor Access to Columbus Air Force Base Installations

a. Background Checks: All contractor and subcontractor personnel requiring entry on Columbus AFB (CAFB) must submit to a local background check to include criminal history checks conducted by the 14th Security Forces Squadron (14 SFS). Cooperation with the investigation is mandatory for entry to CAFB. Contractor personnel convicted of certain crimes will not be allowed to work on CAFB. Such crimes include, but are not limited to the following: espionage, sabotage, treason or terrorism; felony convictions; violent crimes against persons; sex crimes; drug crimes related to distribution or intent to distribute firearms/explosives violations. Other grounds for exclusion from working on CAFB include, but are not limited to: inability to provide proof of U.S. citizenship or legal U.S. residency, outstanding warrants, individuals identified on Federal terrorist watch lists, and incarceration for any offense. Deviations from this guideline are permitted on a case by case basis as determined by 14 MSG/CC and/or the 14 Flying Training Wing (FTW)/CC. Background checks will be considered valid for a period of twelve (12) months for contractors working on CAFB without a break in service. In the event of a break in service greater than six (6) months, the contractor will have to resubmit a request for a background check.

b. Non-routine access requirements: Non-routine delivery drivers are drivers requiring access to the installation less than three (3) times in a twelve (12) month period. This will be tracked by a database maintained by the Visitors Center. A delivery driver making more than three (3) deliveries in a twelve (12) month period, will be required to comply with the requirements listed below for those who make frequent visits to CAFB. At the time of delivery, the Visitors Center will contact the requesting activity’s delivery recipient, and the government recipient will report to the Visitors Center to validate the delivery. Once the delivery driver has been validated by the government recipient, the delivery driver will present two forms of ID (at least one US Government-issued ID and one photo ID) to the Visitors Center. The 14 SFS Control Center will run the criminal history background. The Visitors Center will then issue either an AF Form 75or DBIDS pass, Visitor/Vehicle Pass, which will be valid for only 30 days to make their delivery and depart the installation. Drivers of time-sensitive deliveries, such as concrete and asphalt, will identify themselves to the Visitors Center personnel upon arrival to allow them priority. Time sensitive deliveries will be expedited to the maximum extent practicable, but access will not be allowed until the entire process has been completed successfully. After normal duty hours, passes will be issued at the Main Gate and will only be valid until the next duty day.

c. Routine access requirements: 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. Contractor personnel need to have a valid base pass on them at all times while on the installation. The contractor shall coordinate with the appropriate government organization’s Contracting Officer Representative (COR) or contract inspector for information on the below as needed.

(1) Retired DoD personnel and dependents who are employed by a contractor may not use their sponsorship privilege for the contractor or subcontractor’s benefit; contractor employees must go through the regular process to obtain a pass to work on base.

(2) Contractor personnel need to have a valid base credentials on them at all times while on the installation. Before initiation of the contract, the Air Force sponsoring activity or COR of the contract submits a primary Contactor Employee Identification Credential Request form to the Visitor’s Control Center to determine the credentials to be issued to each contractor (this form may be obtained from the Visitor’s Control Center). This form must be completed (to include the names and social security numbers for all primary and sub-contractors requiring base access) and signed before processing can occur. Unless otherwise approved by the government, forms must be submitted to the 14 SFS/VCC and 14 FTW/IP at least five duty days prior to the contract performance to allow processing time for required background checks; Contracts must coordinate with the COR in a timely manner to allow adequate time for this process to occur. After initial base credentials have been issued, the prime contractor shall be responsible for sponsoring their employees and subcontractor employees on the base and ensuring they have the appropriate credential. Only prime contractor employees, designated in writing, shall have the authority to sponsor subcontractor employees on base. Valid base credentials consist of:

1. DoD Common Access Card (CaC): All contract employees requiring CaCs will be issued a 30 day DBIDS visitor pass to allow time for completion of CaC prerequisites. A completed SF 85/ National Agency Check with Inquiries (NACI) background investigation required before CaC issuance (see 2. Personnel and Information Security Requirements below for additional information).

2. Defense Biometric Identification System (DBIDS) card/pass: To receive a DBIDS credential, the contractor must provide two forms of ID (with at least one containing a photo) to the Visitor’s Control Center. DBIDS credential will be issued at the same location. A DBIDS pass is issued in 30 day increments. The DBIDS card is for contractor employees who will require frequent access to the base for one year or more not meeting CaC requirements. The contractor must receive a DBIDS request form memo from their COR and present this memo to the Visitor Control Center personnel. Additionally, the prime contractor may complete a DBIDS request form requesting authorization for key primary contract personnel to have base escort privileges. The government reserves the right to disapprove escort privileges.

d. Verification of Contractor and Vehicle:

1. Contractor employees will be confirmed by verifying the person’s credentials (driver’s license, insurance, registration, etc.) against the Contactor Employee Identification Credential Request form or DBIDS request form. Supplier vehicles delivering materials to the base will be granted entry upon presentation of a valid bill of lading and after clearing through the vehicle search area.

2. The employee must show a notarized letter from the contractor that he/she is a driver of the vehicle and is covered by insurance, accompanied by a copy of the registration.

3. When the driver changes vehicles, he/she will stop at Pass & ID to obtain a pass for that particular vehicle.

4. If a day worker or other contractor/subcontractor employee reports to the Visitors Center for a short notice pass, the prime contractor will be contacted, and if necessary report to the Visitors Center, to validate that the employee is authorized and obtain the required access.

e. Additional Contractor Responsibilities: Contractor and subcontractor employees shall report all lost, stolen or missing base credentials to 14 SFS at 434-7128 immediately upon discovery. Upon completion or termination of the contract or expiration of the base credential, the prime contractor shall ensure that all base credentials issued to employees and subcontractor employees are returned to the issuing office (Visitor Control Center for DBIDS and Military Personnel Facility (MPF) for CaCs). Failure to comply with these requirements may result in withholding of final payment from the prime contractor and/or prevent the contractor or subcontractor from further qualifying for base access.

(1) Contractor and subcontractor personnel gaining access to the installation will conduct all work during the days and hours of Monday thru Friday, 0730 to 1630, unless otherwise specified in the contract or as approved by the Contracting Officer (CO). Contractor/subcontractor personnel will not be allowed to access other base facilities unless specified in the contract.

f. Entry to Restricted or Controlled Areas: When work under this contract requires unescorted entry to controlled, restricted or other areas designated sensitive by the installation commander, the contractor shall comply with AFI 31-101, Integrated Defense, DoD 5200.2-R and AFI 31-501, Personnel Security Program Management, requirements. Contractor or sub-contractors who require escorted or unescorted entry to controlled areas, must be added to the Entry Authority List (EAL) for that respective controlled area. Note\* only contractors possessing a CaC card are authorized unescorted access to controlled areas. EAL's will be signed by the owner/using commander and authenticated by Security Forces. These documents will be routed through the Security Forces S-5 office. Contractors shall produce and maintain Entry Authority Lists (EAL’s) IAW AFI 31-101 chapter 7.

(1) Restricted Area Training: The government controlled area monitors provide initial and follow-on training to contractor personnel who work in Air Force controlled/restricted areas. Air Force restricted and controlled areas are explained in AFI 31-101. The contractor security representative will coordinate with their COR in order for the respective government controlled area monitor to provide the training.

(2) Implementation of local Procedures: Contractors shall implement local base procedures for entry to Air Force controlled/restricted areas where contractor personnel will work. Local base procedures will be provided at the pre-performance briefing when required. Updates will be provided to the contractor as changes are made in the procedures.

(3) Operating Procedures: When specified in the PWS, the contractor security representative shall develop written procedures for internal circulation control, protection of resources, and to regulate entry into Air Force controlled areas during normal, simulated and actual emergency operations. The procedures shall be written in accordance with AFI 31-101, The Physical Security Program, 14 FTW Antiterrorism Plan 10-245 and AFI 10-245, The Air Force Antiterrorism/Force Protection (AT/FP) Program Standards, and coordinated through the Security Forces S-5 office.

2. Personnel and Information Security Requirements

The contractor shall coordinate with their COR for the below requirements as necessary.

a. Common Access Card (CaC) Issuance: AFFARS 5352.242-9001, Common Access Cards (CACs) for Contractor Personnel is included in the terms and conditions of this contract (Section I or clause section). Any long term contract (defined in CAFB IDP 31-101, CAFB Base Integrated Defense Plan, Enclosure 1 to Tab A to Appendix 3 to Annex C, ID Vetting and Authorization Determinations, Para. g.(1)), meeting contractor CaC eligibility requirements IAW AFI 31-113, Installation Perimeter Access Control and any supplements must obtain a CaC card. Advance Fingerprints and a NACI investigation must be accomplished prior to being issued the CaC card. Note\* Contractors must complete all CaC card requirements within 20 days of the contractor’s start date. In accordance with AFI 31-501, Personnel Security Management, CaC card issuance and access to Automated Information Systems (AIS) will be prohibited until the biometric fingerprint data is returned favorable (usually takes a couple of weeks) and the initial SF 85/NACI is transmitted by the Information Protection office to the Office of Personnel Management. If the biometric fingerprint data results return unfavorable, the individual must wait until the Air Force Central Adjudication Facility makes a determination on their NACI investigation before being issued a CaC card. The requesting activity’s government Trusted Agent will verify this information through the Information Protection office at 434-2603 before authorizing/approving CaC issuance and government computer access via the Contractor Verification System (CVS). Once the contractor’s information is approved in the CVS, they will go to the Military Personnel Section in building 730 to obtain their CAC.

(1) Advance fingerprint biometric data is conducted at the 14 FTW Information Protection office, Bldg 926, Rm 125, when the contractor/sub-contractor has completed their NACI security questionnaire.

(2) NACI background investigations are initiated in the Electronic Questionnaires for Investigations Processing (e-QIP) by the sponsoring agency security manager. Contractors must report to the unit security manager on their first work day to initiate the questionnaire. This questionnaire will be e-mailed to the contractor and may be accomplished from any computer with internet access. The security manager and the 14 FTW/IP office review the questionnaire once completed by the contractor. The contractor will be contacted to report to the 14 FTW/IP office, provide a completed OF 306 (Declaration of Federal Employment), and sign off on all release forms. Then the completed background investigation will be submitted to and investigated by the Office of Personnel Management (OPM).

b. Security Representative Appointment: Any contract longer than 6 months in duration and/or if personnel require access to Automated Information Systems and/or if personnel require access to work in or in close proximity to Air Force sensitive information/areas, the contractor shall designate a security representative for on-base contract performance. At the contractor’s discretion, the security representative may be a full-time position or an additional duty position. The security representative, working in concert with the security manager shall provide employees with initial and recurring training required by AFI 31-401, AETC Supplement 1, Information Security Program Management, Chapter 8 and if applicable, the Visitor Group Security Agreement annotated in (j) ii below.

c. Reporting Potential Threats: The contractor shall fully comply with AFI 71-101, Volume-1, Criminal Investigations, and Volume-2, Protective Service Matters. Contractor personnel shall immediately report any information or circumstances which they are aware may be a threat to the security of DoD personnel, contractor personnel, resources, and classified or unclassified defense information. Contractor employees shall be briefed by their company’s immediate supervisor upon initial on-base assignment and as required thereafter.

d. Reporting Suspicious Activity: Contractor/subcontractor employees working on classified, sensitive and/or high risk projects shall report any suspicious activity or suspicious contacts by personnel to the COR, the Office of Special Investigations (662-434-2852), 14th FTW Information Protection Office (14 FTW/IP) at (662) 434-2603 or the government requesting activity’s unit security manager. The government requesting activity’s unit security manager is also referred to herein as the security manager and will be identified in the Performance Work Statement (PWS) / Statement of Work (SOW).

e. Handling of Unattended Classified Information: Any person finding unattended classified information will immediately secure it (do not open/read/examine) and contact 14 FTW Information Protection office and the COR. During non-duty hours, notify 14th Security Forces Squadron (14 SFS) Emergency Communications Center (ECC) at (662) 434-7128 and the COR.

Paragraphs (g) through (i) below are only required when working on CLASSIFIED contracts as identified in the Performance Work Statement or Statement of Work

f. Security Representative Appointment: The contractor shall appoint, in writing, a security representative for on-base contract performance. At the contractor’s discretion, the security representative may be a full-time position or an additional duty position. The security representative, working in concert with the security manager of the requesting activity shall provide employees with initial and recurring training required by DoDM 5200.01-V3, Information Security Program Regulation, Enclosure 5, and AFI 31-401, Information Security Program Management.

(1) DD Form 254. The contractor shall coordinate with their COR and notify the base servicing Information Protection Office NLT 30 days before on-base performance of the service. The notification shall be accomplished utilizing a Visitor Access List and a DD Form 254. A draft DD Form 254 is to be provided to the COR and 14 FTW Information Protection office at 14ftw.cip@columbus.af.mil for review before final signatures are accomplished. If the contract award is given in less than 30 days out, the contractor shall notify the 14 FTW/IP immediately.

(2) Visitor Group Security Agreement (VGSA). This agreement shall outline how the contractor integrates security requirements for contract operations with the Air Force to ensure effective and economical operation on the installation.

(3) Visitor Access Letter. If provided electronically, provide as annotated in 3.a. above. If provided manually, the VAL shall be on contractor letterhead with contract number, location of performance, and highest level of classification contractor employees require access to. Additionally, the VAL will include employee's name, social security number, and current level of security clearance. The VAL shall be validated, signed by the company's Facility Security Officer (FSO) and provided to the CO, QAE, Security Manager of the requesting activity, and 14 FTW Information Protection Office NLT 30 days prior to the contract start date. If the contract award is given in less than 30 days out, the contractor shall complete and submit the VAL immediately This document must be updated at least annually or when an employee's status or information changes. The contractor shall ensure sensitive information (i.e., Privacy Act information) is properly marked and protected from unauthorized access, disclosure, or manipulation.

3. Physical Security

a. Key Control

(1) Establish Procedures: The contractor shall establish and implement key control procedures in their Quality Control Plan to ensure keys issued to the contractor by the government are properly safeguarded and not used by unauthorized personnel. The contractor shall not duplicate keys issued by the government.

(2) Lost Keys: Lost keys shall be reported immediately to the CO. The government replaces lost keys or performs re-keying. The contractor shall be responsible for the total cost of lost keys, re-keying or lock replacement; the cost may be deducted from the contractor’s invoice.

(3) Government Authorization: The contractor shall ensure its employees do not allow government issued keys to be used by personnel other than current authorized contractor employees. Contractor employees shall not use keys to open work areas for personnel other than contract employees engaged in performance of duties unless authorized by the government functional area chief.

(4) Lock Combinations. The contractor shall establish procedures to ensure lock combinations are not revealed to unauthorized persons and ensure the procedures are implemented. The contractor is not authorized to record lock combinations without written approval by the government functional area chief. Records with written combinations to authorized secure storage containers or Secure Storage Rooms (SSR), shall be marked and safeguarded at the highest classification level as the classified material maintained inside the approved containers. The contractor shall comply with DoDM 5200.01 security requirements for changing combinations to storage containers used to maintain classified materials.

b. Alarm System Operations: Any construction contract that physically alters a building where alarm systems are present, will have the alarms tested and deemed fully operational by the security forces physical security representative before final acceptance. The contractor will work with their COR to coordinate this action. The security representative can be located in the S-5 office at 434-2595. Contractor actions that resulted in damage to a building’s alarm system will be repaired or replaced by the contractor at no cost to the government.

c. Building Alterations: Alterations to buildings that contain vaults, secure rooms, or open storage areas will ensure modifications are in compliance with DoDM 5200.01-V3, Information Security Program, Appendix to enclosure three. Civil Engineering and Information Protection must be notified to inspect these facilities and ensure compliance before final acceptance. Alterations to buildings that contained controlled areas will ensure modifications are in compliance with AFI 31-101, Integrated Defense. Civil Engineering and Security Forces S-5 section must be notified to inspect these facilities and ensure compliance before final inspection. The contractor will work with their COR to coordinate this action. The contractor will be held liable for failure to comply. Additional work required will be accomplished by the contractor at no cost to the government.

4. CAFB Traffic Regulations / Vehicle Inspections

a. All personnel working on contractor projects including: contractor employees, subcontractors, suppliers, and surveyors shall fully comply with CAFB traffic regulations (AFMAN 31-116), CAFB Supplement to AFMAN 31-116 and any updates to base traffic regulations. All employees that drive onto the installation must have a valid driver’s license, current vehicle registration and current proof of insurance. Instructions given by Security Forces personnel at base entry gates shall be complied with immediately. Security Forces use speed detection devices and citations will be issued to violators. Personnel who park on grass or seeded areas will be cited.

b. Contractor or subcontractor personnel shall adhere to vehicle inspections when entering and exiting the base and traffic laws as outlined in the Mississippi Code, DoD regulations, Air Force Instructions, and applicable AETC Supplements to include AFI 10-245, AFI 31-101, AFMAN 31-116, CAFB Sup to AFMAN 31-116 and CAFB Sup to 31-101 (IDP).

5. Freedom of Information Act Program /Operational Security

 Freedom of Information Act Program (FOIA): The contractor shall comply with DoD Regulation 5400.7/Air Force Supplement, DoD Freedom of Information Act Program, requirements. The regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding For Official Use Only (FOUO) material.

Operational Security (OPSEC): The contractor shall comply with Air Force Instruction 10-701, Operations Security (OPSEC). This instruction along with DoD 5205.02, DoD Operations Security Program, sets policy and procedures for all Air Force Personnel (Military and civilian) and supporting contractors in implementing, maintaining and executing OPSEC programs. It describes the OPSEC process and discusses integration of OPSEC into Air Force plans, operations and support activities. Although the entire instruction discusses contractors in various spots, chapter 8 specifically calls out OPSEC requirements within contracts.

6. Records Management and Administrative Support

The contractor shall ensure all records, files, documents and working papers provided by the Government and/or generated for the Government in the performance of this contract remain Government property and are maintained in accordance with established Federal Records Act, Public Law 81-754, and DoD. Government owned records will be segregated from the company-owned records. Actions to destroy Government records can only be based on authorized records disposition schedule (RDS) located at https://www.my.af.mil/afrims/afrims/afrims/rims.cfm. If there is no disposition, records will be maintained until disposition is established. All reports, records, files, documents, maintenance policies/operating instructions and working papers shall be made available as they are requested by the Government QA Personnel or CO.

7. Additional Security Requirements

In accordance with DoDM 5200.01 and AFI 31-401, the contractor shall comply with AFMAN 33-282 - Computer Security (COMPUSEC), AFMAN 33-152-User Responsibilities and Guidance for Information Systems, AFI 33-200-Information Assurance (IA) Management, AFSSI 7700 - Emission Security (EMSEC), 7702 -Emission Security Countermeasures Reviews ; applicable AFKAGs, AFIs, and AFSSIs for Communications Security (COMSEC); and AFI 10-701, Operations Security (OPSEC) Instructions.

8. Antiterrorism/Force Protection

a. In accordance with AFI 10-245, Air Force Antiterrorism (AT) Standards, and applicable supplements the following requirements apply to this contract:

(1) Contractor personnel may be required to participate in installation Anti-Terrorism/Force Protection exercises.

(2) Contractor personnel will comply with the implementation of higher Force Protection Conditions and will ensure that subcontractors are in compliance as well.

(3) Antiterrorism (AT) Level I training is available to all contractor personnel. The government will provide/make available AT Level I training/information at the contractor’s request. This information can be provided through the 14 FTW contractors AT Level I awareness pamphlets/binders, through computer based training programs, or through the unit/installation Antiterrorism Officer. To request training, contact the 14th FTW Antiterrorism Officer, 14 FTW/CCW at (662) 434-1260.

b. Force Protection Condition (FPCON) levels:

(1) FPCON NORMAL. This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture. At a minimum, access control will be conducted at all DOD installations and facilities. What to Expect: Expect to see a routine security posture.

(2) FPCON ALPHA. (AF Modified) This condition applies when there is an increased general threat of possible terrorist activity against personnel or facilities, the nature and extent of which are unpredictable, and circumstances do not justify full implementation of FPCON BRAVO measures. However, it may be necessary to implement certain measures from higher FPCONs measures resulting from intelligence received or as a deterrent. The measures in this FPCON must be capable of being maintained indefinitely. What to Expect: Expect random vehicle checks and increased crime prevention efforts.

(3) FPCON BRAVO. Applies when an increased or more predictable threat of terrorist activity exists. Sustaining FPCON BRAVO measures for a prolonged period may affect operational capability and military-civil relationships with local authorities. What to Expect: Expect to see closer inspections of vehicles and deliveries, ID checks, and a greater presence of guards.

(4) FPCON CHARLIE. Applies when an incident occurs or intelligence is received indicating that some form of terrorist action or targeting against personnel or facilities is likely. Prolonged implementation of FPCON CHARLIE measures may create hardship and affect the activities of the unit and its personnel. What to Expect: Expect rigorous efforts to inspect vehicles and facilities; you may be required to evacuate the base, or you may not be allowed On-Base without escort.

(5) FPCON DELTA. Applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent. FPCON DELTA is usually declared as a localized condition. FPCON DELTA measures are not intended to be sustained for an extended duration. What to Expect: If On-Base, follow security forces instructions; you may be directed to evacuate or seek shelter, if Off-Base, you may be denied access until the incident has been taken care of and additional security measures will delay and interrupt normal routines.

c. The contractor shall ensure areas controlled by contractor employees comply with base operations plans/instructions for FPCON procedures, and local search/identification requirements. The contractor shall be responsible for the above FPCON requirements in all assigned facilities. In addition, in other shared occupancy buildings, the contractor shall assist (based on occupancy) with manning the building/facility Entry Control Point (ECP). The contractor shall safeguard all Government property, including controlled forms, provided for their use. At the close of each work period, Government training equipment, ground aerospace vehicles, facilities, support equipment, and other valuable materials shall be secured.

Instructions, regulations and forms can be obtained online at http://www.e-publishing.af.mil/ or by doing a general inquiry on any web-based search engine. If unable to obtain the applicable information, contact the 14th Contracting Squadron’s contract administrator.

(End of clause)

(End of clause)

A/F32A-18 NOISE SUPPRESSOR REP

STATEMENT OF WORK

**FOR**

**Repair of the A/F32A-18 Noise Suppressor**

**20 January 2017**

**GENERAL – PART I**

1.0 GENERAL: This Statement of Work (SOW) defines the scope of work to provide repair of the A/F32A-18 Noise Suppressor located at Columbus AFB MS 39710. These noise suppressors provide a means of testing installed jet engines in T-38C aircraft with controlled conditions which reduce the environmental noise levels.

**PRODUCTS/TECHNICAL – PART II**

2.1 Contractor shall provide all labor, tools, material, equipment, and transportation necessary to make required repairs to two (2) A/F32A-18 Noise Suppressor as follows:

2.1.1Supply and install (weld) 32 new 3/8” carbon steel brackets for turning vanes.

2.1.2. Install existing turning vanes onto new brackets with new grade 8 carbon bolts with stover nuts.

2.1.3 Repair (weld) cracks in augmenter tubes.

2.1.4 Stich weld the perforated plate mounting bracket to the housing wall.

2.2 Brackets (32) shall be welded using 7018 welding rods to AWS D1.1 standards.

2.3 Perforated plate mounting bracket shall be welded with 309L welding rods to AWS D1.1 standards. Due to minimal surface area available for attachment.

2.4 All welding shall be in accordance with AWS D1.1 standards.

2.5 All welds shall be inspected by QC personnel and contractor shall provide reports of inspection upon completion of work to contracting officer.

2.6 Government point of contact is: Mr. Kenneth Hope

 809 Shumake Street

 Columbus AFB, MS 39710

 Phone 662-434-2404