

Solicitation/Contract Form

Portuguese Civilian Employee Insurance Coverage

Proposal Identifier: FA448622R0014

Date: 18 Jul 2022

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Qty	Unit	Unit Price	Amount
0001	CLIN 0001 - Local National Insurance - Basic Year - 65 ABG Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 10,669,142.96 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
0002	CLIN 0002 - Local National Insurance - Basic Year - 721 APS Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 371,532.98 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
0003	CLIN 0003 - Local National Insurance - Basic Year - DECA Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 307,629.21 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
0004	CLIN 0004 - Local National Insurance - Basic Year - NAF Tax Number: 912 004 797 Proposal shall be based on an estimated gross annual payroll of 492,361.76 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
0005	CLIN 0005 - Local National Insurance - Basic Year - AAFES Tax Number: 980 028 213 Proposal shall be based on an estimated gross annual payroll of 45,946.51 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	CLIN 1001 - Local National Insurance - Option Year 1 - 65 ABG Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 10,839,849.25 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	CLIN 1002 - Local National Insurance - Option Year 1 - 721 APS Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 377,477.51 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		

Option Line Item 1003	CLIN 1003 - Local National Insurance - Option Year 1 - DECA Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 312,551.27 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1004	CLIN 1004 - Local National Insurance - Option Year 1 - NAF Tax Number: 912 004 797 Proposal shall be based on an estimated gross annual payroll of 500,239.54 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1005	CLIN 1005 - Local National Insurance - Option Year 1 - AAFES Tax Number: 980 028 213 Proposal shall be based on an estimated gross annual payroll of 46,681.66 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	CLIN 2001 - Local National Insurance - Option Year 2 - 65 ABG Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 11,013,286.83 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	CLIN 2002 - Local National Insurance - Option Year 2 - 721 APS Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 383,517.15 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2003	CLIN 2003 - Local National Insurance - Option Year 2 - DECA Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 317,552.09 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2004	CLIN 2004 - Local National Insurance - Option Year 2 - NAF Tax Number: 912 004 797 Proposal shall be based on an estimated gross annual payroll of 508,243.38 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2005	CLIN 2005 - Local National Insurance - Option Year 2 - AAFES Tax Number: 980 028 213 Proposal shall be based on an estimated gross annual payroll of 47,428.56 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		

Option Line Item 3001	CLIN 3001 - Local National Insurance - Option Year 3 - 65 ABG Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 11,189,499.42 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	CLIN 3002 - Local National Insurance - Option Year 3 - 721 APS Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 389,653.43 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3003	CLIN 3003 - Local National Insurance - Option Year 3 - DECA Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 322,632.93 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3004	CLIN 3004 - Local National Insurance - Option Year 3 - NAF Tax Number: 912 004 797 Proposal shall be based on an estimated gross annual payroll of 516,375.27 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3005	CLIN 3005 - Local National Insurance - Option Year 3 - AAFES Tax Number: 980 028 213 Proposal shall be based on an estimated gross annual payroll of 48,187.42 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	CLIN 4001 - Local National Insurance - Option Year 4 - 65 ABG Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 11,368,531.41 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4002	CLIN 4002 - Local National Insurance - Option Year 4 - 721 APS Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 395,887.88 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4003	CLIN 4003 - Local National Insurance - Option Year 4 - DECA Tax Number: 912 002 697 Proposal shall be based on an estimated gross annual payroll of 327,795.05 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		

Option Line Item 4004	CLIN 4004 - Local National Insurance - Option Year 4 - NAF Tax Number: 912 004 797 Proposal shall be based on an estimated gross annual payroll of 524,637.27 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4005	CLIN 4005 - Local National Insurance - Option Year 4 - AAFES Tax Number: 980 028 213 Proposal shall be based on an estimated gross annual payroll of 48,958.42 EURO. Product Service Code: G009 Pricing Arrangement: Firm Fixed Price	12	Months		

DFARS Clauses Incorporated by Full Text

252.229-7001 Tax Relief. Apr 2020

Basic. As prescribed in 229.402-70(a) and (a)(1), use the following clause:

TAX RELIEF-BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offerror insert)

RATE (PERCENTAGE): (Offerror insert)

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

Description/Specifications/Statement of Work

Requirements

Portuguese Civilian Employee Insurance Coverage

Packaging and Marking

Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number
52.246-4

Title
Inspection of Services-Fixed-Price.

Effective Date
Aug 1996

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p>

	<p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
0005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>

Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 1005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p>

	<p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES</p>

	UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
Option Line Item 2004	Inspection and Acceptance Location Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement. DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
Option Line Item 2005	Inspection and Acceptance Location Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement. DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement. DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES

	<p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 3004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
	<p>Inspection and Acceptance Location</p>

Option Line Item 3005	<p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P</p>

	<p>CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Please inspect and accept in accordance with the Performance Work Statement.</p> <p>DoDAAC: F2N37P CountryCode: USA</p> <p>F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>

Deliveries or Performance

Overall Contract Delivery Period

Line Item	Delivery Schedule	QTY	Address and POC
0001	<p>Delivery Period From 01 Oct 2022 to 30 Sep 2023</p> <p>Period of Performance From 01 Oct 2022 To 30 Sep 2023</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
0002	<p>Delivery Period From 01 Oct 2022 to 30 Sep 2023</p> <p>Period of Performance From 01 Oct 2022 To 30 Sep 2023</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
0003	<p>Delivery Period From 01 Oct 2022 to 30 Sep 2023</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal</p>

	Period of Performance From 01 Oct 2022 To 30 Sep 2023		Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
0004	Delivery Period From 01 Oct 2022 to 30 Sep 2023 Period of Performance From 01 Oct 2022 To 30 Sep 2023	12 Months	Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
0005	Delivery Period From 01 Oct 2022 to 30 Sep 2023 Period of Performance From 01 Oct 2022 To 30 Sep 2023	12 Months	Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
Option Line Item 1001	Delivery Period From 01 Oct 2023 to 30 Sep 2024	12 Months	Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160

	Period of Performance From 01 Oct 2023 To 30 Sep 2024		
Option Line Item 1002	Delivery Period From 01 Oct 2023 to 30 Sep 2024 Period of Performance From 01 Oct 2023 To 30 Sep 2024	12 Months	Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
Option Line Item 1003	Delivery Period From 01 Oct 2023 to 30 Sep 2024 Period of Performance From 01 Oct 2023 To 30 Sep 2024	12 Months	Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
Option Line Item 1004	Delivery Period From 01 Oct 2023 to 30 Sep 2024 Period of Performance From 01 Oct 2023	12 Months	Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160

	To 30 Sep 2024		
Option Line Item 1005	<p>Delivery Period From 01 Oct 2023 to 30 Sep 2024</p> <p>Period of Performance From 01 Oct 2023 To 30 Sep 2024</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 2001	<p>Delivery Period From 01 Oct 2024 to 30 Sep 2025</p> <p>Period of Performance From 01 Oct 2024 To 30 Sep 2025</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 2002	<p>Delivery Period From 01 Oct 2024 to 30 Sep 2025</p> <p>Period of Performance From 01 Oct 2024 To 30 Sep 2025</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>

Option Line Item 2003	<p>Delivery Period From 01 Oct 2024 to 30 Sep 2025</p> <p>Period of Performance From 01 Oct 2024 To 30 Sep 2025</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 2004	<p>Delivery Period From 01 Oct 2024 to 30 Sep 2025</p> <p>Period of Performance From 01 Oct 2024 To 30 Sep 2025</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 2005	<p>Delivery Period From 01 Oct 2024 to 30 Sep 2025</p> <p>Period of Performance From 01 Oct 2024 To 30 Sep 2025</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
	Delivery Period	12 Months	Place of Performance

Option Line Item 3001	<p>From 01 Oct 2025 to 30 Sep 2026</p> <p>Period of Performance From 01 Oct 2025 To 30 Sep 2026</p>		<p>DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 3002	<p>Delivery Period From 01 Oct 2025 to 30 Sep 2026</p> <p>Period of Performance From 01 Oct 2025 To 30 Sep 2026</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 3003	<p>Delivery Period From 01 Oct 2025 to 30 Sep 2026</p> <p>Period of Performance From 01 Oct 2025 To 30 Sep 2026</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
	<p>Delivery Period From 01 Oct 2025 to 30 Sep 2026</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO</p>

Option Line Item 3004	<p>Period of Performance From 01 Oct 2025 To 30 Sep 2026</p>		<p>AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 3005	<p>Delivery Period From 01 Oct 2025 to 30 Sep 2026</p> <p>Period of Performance From 01 Oct 2025 To 30 Sep 2026</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4001	<p>Delivery Period From 01 Oct 2026 to 30 Sep 2027</p> <p>Period of Performance From 01 Oct 2026 To 30 Sep 2027</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
	<p>Delivery Period From 01 Oct 2026 to 30 Sep 2027</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO</p>

Option Line Item 4002	<p>Period of Performance From 01 Oct 2026 To 30 Sep 2027</p>		<p>AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4003	<p>Delivery Period From 01 Oct 2026 to 30 Sep 2027</p> <p>Period of Performance From 01 Oct 2026 To 30 Sep 2027</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
Option Line Item 4004	<p>Delivery Period From 01 Oct 2026 to 30 Sep 2027</p> <p>Period of Performance From 01 Oct 2026 To 30 Sep 2027</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p> <p>Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160</p>
	<p>Delivery Period From 01 Oct 2026 to 30 Sep 2027</p>	12 Months	<p>Place of Performance DoDAAC: F2N37P CountryCode: USA F2N37P 65 FSF FSMC CPO AF BPN NO MILSBILLS PROCESSES UNIT 7710 APO AE 09720-7710 UNITED STATES</p>

Option Line Item 4005	Period of Performance From 01 Oct 2026 To 30 Sep 2027	Carla Leal Email: carla.leal.pt@us.af.mil Telephone: +351 295 574 160
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FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.242-15	Stop-Work Order.	Aug 1989
52.242-17	Government Delay of Work.	Apr 1984

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.204-7006	Billing Instructions.	Oct 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018
252.232-7008	Assignment of Claims (Overseas).	Jun 1997

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. Dec 2018

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Not Applicable

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA4486
Admin DoDAAC	FA4486
Inspect By DoDAAC	F2N37P
Service Approver (DoDAAC)	F2N37P
Service Acceptor (DoDAAC)	F2N37P

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

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

Not applicable

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	Jun 2020
52.203-3	Gratuities.	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.203-16	Preventing Personal Conflicts of Interest.	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	Jun 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2021
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997
52.225-14	Inconsistency between English Version and Translation of Contract.	Feb 2000
52.228-3	Workers' Compensation Insurance (Defense Base Act).	Jul 2014
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013
52.232-17	Interest.	May 2014
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.233-1	Disputes.	May 2014
52.242-13	Bankruptcy.	Jul 1995
52.246-25	Limitation of Liability-Services.	Feb 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Sep 2013
252.203-7003	Agency Office of the Inspector General.	Aug 2019
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Feb 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Dec 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	May 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2021
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997
252.225-7001	Buy American and Balance of Payments Program.	Mar 2022
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022
252.225-7005	Identification of Expenditures in the United States .	Jun 2005
252.225-7041	Correspondence in English.	Jun 1997
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	Jun 2015
252.232-7010	Levies on Contract Payments.	Dec 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration.	Apr 2020
252.233-7001	Choice of Law (Overseas).	Jun 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jun 2013
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2012
252.244-7000	Subcontracts for Commercial Items.	Jan 2021

FAR Clauses Incorporated by Full Text

52.204-1 Approval of Contract. Dec 1989

As prescribed in 4.103 , insert the following clause:

Approval of Contract (Dec 1989)

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services. May 2022

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

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

☐

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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(2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

☐

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

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

☐

(5) [Reserved].

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

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

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(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

☐

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

☐

(10) [Reserved].

☐

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

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(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐

(13) [Reserved]

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

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

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

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

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

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(17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

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(ii) Alternate I (NOV 2016) of 52.219-9.

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(iii) Alternate II (NOV 2016) of 52.219-9.

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(iv) Alternate III (JUN 2020) of 52.219-9.

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(v) Alternate IV (SEP 2021) of 52.219-9.

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

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(ii) Alternate I (MAR 2020) of 52.219-13.

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(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).

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(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

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(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

☐

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

☐

(ii) Alternate I (MAR 2020) of 52.219-28.

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(23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

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(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 (SEP 2021) (15 U.S.C. 637(m)).

☐

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐

(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

☐

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

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

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

☐

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

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(ii) Alternate I (FEB 1999) of 52.222-26.

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

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(ii) Alternate I (JUL 2014) of 52.222-35.

☐

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

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(ii) Alternate I (JUL 2014) of 52.222-36.

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(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐

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

☐

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

☐

(36) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐

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

☐

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

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

☐

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

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

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

☐

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

☐

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

☐

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐

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

☐

(ii) Alternate I (JUN 2014) of 52.223-16.

☐

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐

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

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

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

☐

(48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

☐

(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C.chapter83, 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 (JAN 2021) of 52.225-3.

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(iii) Alternate II (JAN 2021) of 52.225-3.

☐

(iv) Alternate III (JAN 2021) of 52.225-3.

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

☐

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

☐

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

☐

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

☐

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307 (f)).

☐

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐

(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

☐

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☐

(ii) Alternate I (APR 2003) of 52.247-64.

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(iii) Alternate II (NOV 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

☐

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☐

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐

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

☐

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

☐

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 Option to Extend Services. Nov 1999

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

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

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

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

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

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

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

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

(End of clause)

52.232-8 Discounts for Prompt Payment. Feb 2002

As prescribed in 32.111(b)(1), insert the following clause:

DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 Extras. Apr 1984

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

EXTRAS (APR 1984)

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

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year. Apr 1984

As prescribed in 32.706-1(b), insert the following clause:

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 1 October 2022. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 1 October 2022, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 Clauses Incorporated by Reference. Feb 1998

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

Clauses Incorporated By Reference (Feb 1998)

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

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

(End of clause)

52.252-4 Alterations in Contract. Apr 1984

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

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(End of clause)

52.252-6 Authorized Deviations in Clauses. Nov 2020

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 USAFE Ombudsman Oct 2019

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Primary:

Mr. Joseph F. Lyden

AFICC/KU, UNIT 3103, APO, AE 09094-3103

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: joseph.lyden@us.af.mil

Tel: DSN: (314)480-2209 Fax: (49)-6371-47-2025

Alternate:

Ms. Heidi Hoehn

AFICC/KU, UNIT 3103, APO, AE 09094-3103

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: heidi.hoehn.de@us.af.mil

Tel: Comm: (49)-6371-47-9330 DSN: (314)480-9330 Fax: (49)-6371-47-2025.

(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)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment 1 - Performance Work Statement - 30 June 2022	Performance Work Statement		30 Jun 2022	
02	Appendix A - USAFE Base IMT 50	Appendix A - USAFE Base IMT 50		30 Jun 2022	
03	Attachment 2 - Lajes Permanent Portuguese Employees	Lajes Permanent Portuguese Employees		30 Jun 2022	
04	Attachment 3 - Lajes Temporary Portuguese Employees	Lajes Temporary Portuguese Employees		30 Jun 2022	
05	Attachment 4 - Injury Report Data 2018-2022	Injury Report Data 2018- 2022		30 Jun 2022	
06	Attachment 5 - Pre-Proposal Conference Attendance Information	Pre- Proposal Conference Attendance Information		30 Jun 2022	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2007
52.204-7	System for Award Management.	Oct 2018

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Nov 2011

FAR Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. Nov 2021

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

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern-

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract will 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.

(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.

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, 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.

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

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

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

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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
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==	==
==	==

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[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.
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[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:

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Line Item No.	Country of Origin
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==	==

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: ____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other ____.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name ____.

TIN ____.

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

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

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

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

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

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

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

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

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

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

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

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name: _____.

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

52.212-3 Alternate I Offeror Representations and Certifications-Commercial Items. (Alternate I) Nov 2021

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

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern-

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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.

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract will 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.

(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.

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, 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.

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

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

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

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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
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==	==

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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
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[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[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
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[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
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==	==
==	==

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other ____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name ____.

TIN ____.

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

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

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

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

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

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

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

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

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

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

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

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

Alternate I (Oct2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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

_____ Black American.

_____ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A Alternate A, Annual Representations and Certifications. May 2021

Alternate A, Annual Representations and Certifications.

As prescribed in 204.1202, use the following provision:

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

____(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____(ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

____(iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____(iv) 252.225-7031, Secondary Arab Boycott of Israel.

____(v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

____(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____(vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within 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 the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. May 2021

As prescribed in 204.2105(b), use the following provision:

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications

equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions.* "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition.* Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

ADDENDUM TO FAR 52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (November 2021)

As prescribed in 12.301(b)(1), insert the following provision:

FAR Clause 52.212-1, Instructions to Offerors - Commercial Items is hereby tailored in accordance with the following:

52.212-1 (c) is hereby tailored to read as follows: Period for acceptance of offers: The offeror agrees to hold the process in its offer firm until 30 September 2022.

52.212-1 (e) is hereby tailored to read as follows: Multiple offers will NOT be accepted.

52.212-1 (h) is hereby tailored to read as follows: No multiple awards will be made.

The solicitation requirements shown below are in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. The complete proposal shall consist of four (4) separate volumes:

- (A) VOLUME I - ASF CERTIFICATION
- (B) VOLUME II - PRICE
- (C) VOLUME III - TECHNICAL CAPABILITY: QUALITY CONTROL PLAN (QCP)
- (D) VOLUME IV - PAST PERFORMANCE

The offeror shall prepare the proposal as set forth under "Proposal Organization" below. The titles and contents of the volumes shall be as defined below. Offerors shall apply all appropriate markings to the proposal including those prescribed in FAR 3.104-4, Disclosure, protection, and marking of contractor bid or proposal information and source selection information.

Proposal Organization:

Volume I
ASF Certification

Volume II
Price Schedule, including a signed copy of SF 1449

Volume III
Technical Capability consisting of:
Quality Control Plan

Volume IV
Past Performance

(b)(2) The time specified in the solicitation for receipt of offers:

(i) Complete proposals must be received no later than 02:00 PM AZOST (local time) on 18 August 2022. Offerors shall verify receipt of their emailed proposal with the contracting point of contacts listed below.

(ii) Delivery Methods: Hand-delivery, FAX and mail proposals WILL NOT be accepted. Volumes may be delivered via email to: Ms. Andrea A. Silva andrea.silva.1.pt@us.af.mil, Ms. Tania A. Cardoso taniamcardoso.2.pt@us.af.mil, and 65conf.lgc.all@us.af.mil. It is the responsibility of the offeror to ensure the Government PoCs

receive the proposal in its entirety, prior to the close date and time. (May require multiple transmissions if large-size attachments are included, see paragraph (f) Late submissions, modifications, revisions, and withdrawals of offers below.)

(iii) IAW FAR Subpart 4.8., Government Contract Files, the Government will retain a copy of all unsuccessful proposals.

VOLUME I - ASF CERTIFICATION

(b)(13) Provide the certification authorizing the offeror to execute insurance business in Portugal, issued by "Autoridade de Supervisao de Seguros e Fundos de Pensos, ASF".

(b)(6) Price

VOLUME II - PRICE

(a) Provide an introductory page to include NCAGE Code, Unique Entity ID, points of contact, and contact information.

(b) Complete blocks 30a, 30b, and 30c, of Section A in the Standard Form (SF) 1449. In doing so, the offeror assents to the contract's terms and conditions as written in the Sections A through K. An official having the authority to contractually bind your company must sign the SF 1449 in accordance with FAR 4.102, Contractor's Signature.

(i) Offerors shall insert a unit and extended price for each CLIN as listed within the CLIN schedule of this solicitation. Potential rounding's shall be limited to two (2) digits after the decimal. Total amounts of the overall grand total shall be inclusive of all CLINs. All prices shall be submitted in EURO currency. Offers not submitted in EURO and offers for partial or incomplete CLINs will not be considered for award.

(ii) The Contracting Officer (CO) has determined there is a high probability of adequate price competition for this acquisition. Upon examination of the initial offers, the CO will review this determination and if, in the Contracting Officer's opinion, adequate price competition exists, no additional cost information will be requested. However, if at any time during this competition the CO determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the CO to determine the price fair and reasonable.

(b)(8) Offerors are required to complete the provisions for Representations and Certifications for 52.212-3 with all appropriate blocks filled-in and provide a document listing the name, title, and telephone number of those individuals authorized to make decisions on behalf of the company and can negotiate with the government.

(b)(9) Acknowledged Solicitation Amendments. Offerors are required to provide all executed Standard Forms 30, or other appropriate amendment acknowledgments (if applicable) to the contracting point of contacts listed in (b)(2)(ii) above.

(b)(12) A letter of authorization for the contracting officer to verify the offerors financial responsibility. Include name, address, valid email address and phone numbers for financial institutions to include points of contact.

(b)(14) The offerors proposal shall include a signed copy of the Standard Form 1449.

(b)(4) Technical

(i) Information the offeror deems appropriate to address for the technical criteria should be included in the proposal consistent with the evaluation criteria for award set forth in FAR Provision 52.212-2 of this solicitation. Proposal paragraphs shall correspond to the below evaluation factors and pertinent Performance Work Statement (PWS) paragraphs (where referenced).

VOLUME III, TECHNICAL CAPABILITY: QUALITY CONTROL PLAN.

This factor will assess the offerors Quality Control (QC) procedures, processes and methods that assure quality workmanship during the performance period.

Provide a detailed QCP to included, as a minimum, the following components to cover all activities, both onsite and offsite:

- a) A written designation of the contractor individual responsible for quality assurance implementation.
- b) A description of the workflow/procedure to ensure a smooth process for employees to receive transportation, emergency services and follow-up care in accordance with this requirement and the Portuguese Law.
- c) A description of the workflow/procedure to ensure a smooth process for employees to receive transportation, emergency services and follow-up care in accordance with this requirement and the Portuguese Law, when employees are in a Temporary Duty Location (TDY).
- d) A description of the workflow/procedure for the contractor to respond to any inquiries initiated by the injured employees, to include timelines, methods of response, and assigned Points of Contact (POC's).
- e) Address your company's continual process improvement, and the procedures to identify, prevent and correct deficiencies.

(b)(10) Past Performance

VOLUME IV - PAST PERFORMANCE

(i) Offerors shall provide a listing of up to three (3) references of recent and relevant contracts with their offer. Recent is defined as being entirely performed within the last five (5) years from date of issuance of this solicitation for a minimum of one (1) year. Relevant is defined as the offeror has performed similar type of services, in both size and scope (provide insurance to about 400 or more employees), of this solicitation.

(ii) Each Past Performance Reference should include:

- (A) Name of commercial customer or contracting activity;
- (B) Point of Contact (POC) name, valid phone number and valid email address;
- (C) Contract title/Contract identification number;
- (D) Location;
- (E) Total Contract Value/Amount (Euro);
- (F) Period of Performance;
- (G) Description of Requirement;
- (H) Verified, up-to-date name, address, email & telephone number of the Contracting Officer or other Point of Contact.

(iii) In the evaluation of Present and Past Performance, the Government will consider the information provided through the references, as well as information obtained from other sources, such as, but not limited to, the Contractor Performance Assessment Reporting System (CPARS). When a past performance reference is inconsistent with the CPARS rating, the CPARS will take precedence.

(iv) The quality of the service shall be addressed in accordance with FAR 15.304(c)(2).

FOLLOWING PARAGRAPHS ADDED:

Offers shall be submitted with a page number at the bottom of each page of each volume (i.e. page 1 of 20, 2 of 20 etc.). All volumes, shall be viewed in Times New Roman, 12 pt.; the page size shall be 8.5 x 11 inches, or DIN A4 with a 1-inch margin all-around, as required.

No material may be incorporated by reference. Each volume shall contain a table of contents. These page

formats also apply to responses to Evaluation Notices (ENs) if discussions are held.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm until 30 September 2022, unless another time period is specified in an addendum to the solicitation.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(2)(i)(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of proposals.

When transmitting through an electronic commerce method authorized by the solicitation, it must be received in the stated addressees' email inboxes not later than the proposal closing date and the addressees must be able to open the email and all attachments in a readable format. Offerors are cautioned to consider when submitting their proposal that (1) due to firewall issues some attachments may be stripped; and (2) some attachments are too big and may be blocked. It is the offeror's responsibility to allow for sufficient time for the proposal to clear all of the Agency's email servers. For the purpose of electronically transmitted proposal receipt, the proposal is determined to be "under the Government's control" when it is in the addressee's email inbox, no other Government point of entry, including all email servers, will be acceptable.

(m) The acquisition procedures to be used for this acquisition will be in accordance with FAR Part 12 - Acquisition of Commercial Items and FAR Part 15 - Contracting by Negotiation.

(n) A pre-proposal conference will be conducted on 22 July 2022, starting at 09:00 AM AZOST (local time), attendance is highly encouraged, but not mandatory. Interested vendors must submit their pre-proposal conference attendees information (Attachment 5) no later than 20 July 2022 by 2:00PM AZOST (local time).

(o) All questions regarding this solicitation are due in writing by 02:00 PM AZOST (local time) on 27 July 2022. Questions must be submitted in writing to andrea.silva.1.pt@us.af.mil, tania.cardoso.2.pt@us.af.mil, and 65conf.lgc.all@us.af.mil. The Government has no obligation to answer any questions received after the due date and time. All timely questions will be answered officially through posting to Contract Opportunities /SAM. GOV (<https://sam.gov/>).

(p) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before the established closing date and time.

(q) Offerors are cautioned that all required proposal information must be received by the proposal due date and time as shown in block 8 of the Solicitation, SF1449, otherwise the proposal may be considered nonresponsive, and may not be considered or evaluated.

(r) Offerors are requested to point out to the Contracting Officer any errors, discrepancies, omissions or unsound, flawed and/or unclear language in this solicitation and any attachments thereto.

(End of addendum)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020
52.204-22	Alternative Line Item Proposal.	Jan 2017
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Nov 2021

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2018

FAR Clauses Incorporated by Full Text

52.215-1 Instructions to Offerors-Competitive Acquisition. Nov 2021

As prescribed in 15.209(a), insert the following provision:

INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (NOV 2021)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 Type of Contract. Apr 1984

As prescribed in 16.105 , complete and insert the following provision:

Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest. Sep 2006

As prescribed in 33.106 , insert the following provision:

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 65th Contracting Flight, PKA Section, Lajes, Azores, Portugal, Bldg. T-100, Unit 7710, 09720-0002, ATTN: MS. Andrea Silva.

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. Feb 1998

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

(End of provision)

52.252-3 Alterations in Solicitation. Apr 1984

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being- altered.

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

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(End of clause)

52.252-5 Authorized Deviations in Provisions. Nov 2020

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Federal Acquisition Regulation(48 CFR Chapter1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer. Jul 2019

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

ONLY ONE OFFER (JUL 2019)

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

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

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

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

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

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable *[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification]*.

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

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

(End of provision)

Evaluation Factors for Award

ADDENDUM TO FAR 52.212-2 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (November 2021).

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is determined to be the Lowest Price Technically Acceptable (LPTA) proposal with acceptable past performance. The Government may award without discussions, but reserves the right to hold discussions if deemed necessary by the Contract Officer (CO).

Evaluation: After the receipt of the proposal, 765 ABS/CONF/PKA will check for timeliness, and if the ASF Certification in accordance with paragraph (b)(13) of the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services is valid. If a proposal was not received on time, it will be deemed unresponsive. If it does not include a valid ASF Certification, it will not be considered for further evaluation.

Proposals will be evaluated for the following factors:

Evaluation Factors:

- (1) FACTOR 1 - PRICE
- (2) FACTOR 2 - TECHNICAL CAPABILITY: QUALITY CONTROL PLAN (QCP)
- (3) FACTOR 3 - PAST PERFORMANCE

(1) Factor 1 - Price. The offer will be evaluated on the total price of all CLINs. Award will be made on an "ALL- OR-NONE" basis. Failure to include a unit price and extended amount for each CLIN within the CLIN schedule of the solicitation will exclude the offeror from further consideration for award. Price is determined by multiplying the unit price by the estimated quantity of each CLIN. The Estimated Amounts of all CLINs for all Option Periods represent the total proposed price. For the evaluation of the option price pursuant to FAR 52.217-8, Option to Extend Services, 50% of the prices proposed for the last option period will be included in the Total Evaluated Price (TEP). The offeror's TEP will be calculated by adding the base period and all options, to include the option available under FAR 52.217-8. Only EURO currency offers will be accepted. The TEP will be evaluated for fair and reasonableness IAW FAR 15.404-1. The Government reserves the right to obtain other than cost or pricing data if deemed necessary by the Contracting Officer.

Arithmetic Discrepancies. For the purpose of initial evaluation of offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the CLIN schedule as submitted by the offeror.

- 1. Obviously misplaced decimal points will be corrected;
- 2. Discrepancy between unit price and extended price, the unit price will govern;
- 3. Apparent errors in extension of unit prices will be corrected;
- 4. Apparent errors in extended prices per CLIN will be corrected.
- 5. Rounding of unit prices shall be limited to two (2) digits after the decimal.

The Government will rely on the unit price, as proposed by the offeror, multiplied by the estimated quantity to correct any apparent arithmetic discrepancies in the Estimate Amount for each CLIN. The totals calculated by resolution of the arithmetic discrepancies listed above will represent the Total Evaluated Price. These procedures will not be used if the Total Evaluated Price displaces the low offeror. Discussions may then be conducted.

(2) Factor 2 - Technical Capability: Quality Control Plan. Offerors will be evaluated on written documentation provided in accordance with paragraph (b)(4) of the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services. Technical acceptability is based on successfully meeting these requirements. The ratings applied to Technical Capability will be "Acceptable" or "Unacceptable" as defined below:

RATING DEFINITION:

- Acceptable: Proposal meets the minimum requirements of the solicitation.
- Unacceptable: Proposal does not meet the minimum requirements of the solicitation.

Offerors must have an "Acceptable" rating for TECHNICAL CAPABILITY- QCP to be considered for award.

Technical Capability - Quality Control Plan.

The standard is met when the proposed QCP assures quality workmanship by providing effective Quality Control (QC) procedures, processes and methods for the performance period and the offer provides the following components:

- a) The offer is clear and has a written designation of the contractor individual responsible for quality assurance implementation.
- b) The offer has a description of the workflow/procedure that ensures a smooth process for employees to receive transportation, emergency services and follow-up care in accordance with this requirement and the Portuguese Law.
- c) The offer has a description of the workflow/procedure to ensure a smooth process for employees to receive transportation, emergency services and follow-up care in accordance with this requirement and the Portuguese Law, when employees are in a Temporary Duty Location (TDY).
- d) The offer has a description of the workflow/procedure for the contractor to respond to any inquiries initiated by the injured employees, to include timelines, methods of response, and assigned Points of Contact (POC's).
- e) The offer addresses their continual process of improvement, and identifies the procedures to present and correct deficiencies.

(3) Factor 3 - Past Performance. Offerors must receive an "Acceptable" rating to receive an award. This rating is based on recent and relevant present and past performance information. The following ratings will be applied:

RATING DEFINITION:

- Acceptable: Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
- Unacceptable: Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2) (iv)). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "Acceptable."

Past Performance information may be obtained, but not limited to, the following sources:

- a. Past Performance References (PPR)
- b. Past Performance Information available from other sources such as, but not limited to, the Contractor

Performance Assessment Reporting System (CPARS) rating.

The standard for an "Acceptable" past performance rating is met when recent and relevant past performance information as defined in the Addendum to FAR 52.212-1, submitted by the offeror and/or the information found by the Government is evaluated indicating successful performance history.

(4) Award Process. The Government intends to award to the lowest priced, technically acceptable offeror with an acceptable past performance rating. The Government reserves the right to hold discussions after establishing a competitive range and more than one competitive range may be established. The evaluation process is as follows:

1. The Government will rank the offerors from lowest to highest total evaluated price.
2. Next, a technical and past performance evaluation will be performed beginning with the lowest priced offerors. Evaluations will stop when two technically acceptable proposals receive an acceptable past performance rating for price comparison purposes. Only those offerors determined to be technically acceptable with an acceptable past performance rating, either initially or as a result of discussions, will be considered for award.
3. A fair and reasonable determination will be made for the lowest-priced, technically acceptable proposal with acceptable past performance.

(5) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). NOTE: Pricing for the option periods will be evaluated for use under Federal Acquisition Regulation clauses 52.217-8 and 52.217-9. For the evaluation of the option price pursuant to FAR Clause 52.217-8, Option to Extend Services, 50% of the prices proposed for the last option period will be included in the Total Evaluated Price (TEP).

(6) Notice of Award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

(End of provision)

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. Nov 2021

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

_____[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are _____[Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

52.217-5 Evaluation of Options. Jul 1990

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

EVALUATION OF OPTIONS (JULY 1990)

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

(End of provision)