

## Combined Synopsis/Solicitation

### Government Owned-Contractor Operated Laundry Service

This is a combined synopsis/solicitation for commercial items and services prepared per the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations/offers are being requested and a written solicitation will not be issued.

Solicitation **N6809619Q0012** is being issued as a Request for Quotation (RFQ).

Solicitation **N6809619Q0012** and the incorporated provisions and clauses are those in effect through the Federal Acquisition Circulation 2019-05.

The services under solicitation **N6809619Q0012** will be acquired via a total small business set-aside.

The line item number, description, quantity, and unit of measure are detailed in pages 4 of this announcement.

The services will be performed at the US Naval Hospital Guam (hereinafter referred to as USNH Guam). The Facilities Management Department at USNH Guam will inspect/accept the services performed.

Site/facility visit: The government will conduct a visit of the facility on September 6<sup>th</sup>, 2019, 10:00AM. Please contact Lynette Newby on (671) 344-7325 or by e-mail at [lynette.c.newby.civ@mail.mil](mailto:lynette.c.newby.civ@mail.mil) to confirm your attendance.

The provision at Federal Acquisition Regulation (FAR) [52.212-1](#), Instruction to Offerors—Commercial, applies to this acquisition. There are no addenda to this provision.

The provision at FAR [52.212-2](#), Evaluation--Commercial, applies to this acquisition and is tailored as follows:

Addenda to FAR [52.212-2](#):

(a) The government contemplates awarding a fixed price purchase order from this solicitation to the responsible offeror who submits the lowest priced, technically acceptable quotation/offer with an acceptable past performance rating or the offeror's performance record is unknown. The following factors will be used to evaluate quotations/offers:

(i) Price

(ii) Technical Acceptability

(iii) Past Performance – The contractor must submit their past performance information covering the last 3 years

(b) N/A

(c) (Added) Basis of Award. A written notice of award or acceptance of a quotation/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 a quotation/offer (or part thereof), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award:

(i) Price.

Initially quotations/offers will be ranked according to price. The price evaluation will document the reasonableness and affordability of the proposed total evaluated price. An offeror's proposed total price will be determined by multiplying the quantities identified in the Pricing Schedule by the unit price for the line item to confirm the extended amount of each.

The government will identify the offeror that proposed the lowest price and determine whether its price is reasonable. If the price is reasonable, the government will evaluate the lowest priced offer for technical acceptability and rate it either "Acceptable" or "Unacceptable"

(ii) Technical Acceptability. To be rated technically acceptable, the offeror must meet the requirements of the solicitation, including, but not limited to, completion and timely submission of the following:

A Firm-Fixed price quotation/offer;

Past performance information covering the past 3 years;

A completed copy of the provision at FAR 52.212-3.

One of the following two technical acceptability ratings will be assigned to that offeror:

RATING	DESCRIPTION
ACCEPTABLE	Based on the submitted quotation/offer, the offeror has met the requirements of the solicitation and the government has a reasonable expectation that the offeror understands the required effort.
UNACCEPTABLE	Based on the submitted quotation/offer, the offeror has not met the requirements of the solicitation and the government has no reasonable expectation that the offeror understands the required effort.

If the lowest price offeror is rated technically acceptable, the government will evaluate that offerors past performance and rate it either “Acceptable” or “Unacceptable”.

If the lowest price offeror does not receive an “Acceptable” technical rating, the government will identify the next lowest quotation/offer and repeat the process. The steps in (c) will continue until the government arrives at the lowest priced technically acceptable offeror before proceeding to an evaluation of that offerors’ past performance.

(iii) Past Performance. The following areas will be reviewed and rated:

- Quality of service (meeting the performance standards established in the work statement statement);
- Timeliness of performance (ability to meet schedule); and
- Management (offeror’s general businesslike concern for the interest of the customer)

One of the following two past performance ratings will be assigned to that offeror:

RATING	DESCRIPTION
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 has no reasonable expectation that the offeror will be able to successfully perform the required effort.
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If the lowest price, technically acceptable offerors' past performance is rated "Acceptable", that offeror represents the best value for the government and the evaluation process stops at this point. The government will award the contract to that offeror without further considering any other offers.

If the lowest priced, technically acceptable offeror does not receive an "Acceptable" past performance rating, the government will identify the next lowest price technically acceptable offeror and repeat the process. The steps in (c) will continue until the government arrives at the lowest priced technically acceptable offeror whose past performance rating is acceptable;

The provision at FAR [52.212-3, ALTI](#), Offeror Representations and Certifications -- Commercial Items, applies to this acquisition. 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 (u) of this provision. See the "full text" version of the provision on pages 22-38.

The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition. There are no addenda to this clause.

The clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition. Clauses marked with a "XX" under 52.212-5 also apply to this notice. See the "full text" version of the clause on pages 38-47.

The clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items (Deviation 2018-O0021)(Sep 2018), applies to this acquisition. There are no addenda to this clause.

To access all clauses referenced in this notice, visit <http://farsite.hill.af.mil/>

The North American Industry Classification System (NAICS) code is **812320 – Dry-cleaning and Laundry Services (Except Coin-operated)**. Offerors must be registered in the System for Award Management (SAM) at <http://www.sam.gov>, to be considered for award.

Offerors must be able to utilize the Wide-Area-Work-Flow (WAWF) electronic invoicing as a method of payment. You can access the WAWF at <https://wawf.eb.mil>. Follow the step-by-step procedures for self-registration available.

Quotations/offers in response to this notice are due by 3:00PM, Chamorro Standard Time, on Friday, September 13<sup>th</sup>, 2019. Quotations/offers shall be sent via email to: Eddie L. "Franc" Franklin Jr. @ [eddie.l.franklin.civ@mail.mil](mailto:eddie.l.franklin.civ@mail.mil)

Quoters/offers who fail to complete and submit the requirements above will be considered non-responsive.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Laundry Services FFP Supply all personnel, labor, transportation, and chemicals necessary to operate the US Naval Hospital laundry facility and provide clean & sanity products to the U.S. Naval Hospital and the Dental Clinic on Naval Base Guam. . FOB: Destination	5	Months		

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**PERFORMANCE WORK STATEMENT  
LAUNDRY & DRY CLEANING SERVICES  
U.S. NAVAL HOSPITAL, GUAM**

## **1. SCOPE AND DESCRIPTION OF SERVICES**

The contractor shall provide all personnel, equipment, fuel, materials, supervision, training, transportation and other items and services necessary to perform laundry service for the U.S. Naval Hospital. To ensure that the laundry service is uninterrupted, the contractor's laundry facility will serve as a contingency location in the event the government facility becomes inoperable. The services shall be performed per Federal, local, professional industry standards, and this Performance Work Statement (PWS).

## **2. GENERAL REQUIREMENTS**

The contractor shall provide personnel who meet the requirements of this PWS with further training, familiarization of policies and procedures of U.S. Naval Hospital Guam when employed. The contractor shall ensure all employees remain proficient in their work throughout the period of performance. The contractor shall not employ any person who is an employee of the United States government (either civilian or military) if the employment of that person would create a conflict of interest. Additionally, the contractor shall not hire any convicted felons.

## **3. POST AWARD ORIENTATION**

A post award orientation will be held within 2 weeks after contract award. The intent of the post-award orientation is to (1) achieve a clear and mutual understanding of all contract requirements, and (2) identify and resolve potential problems. However, it is not a substitute for the contractor's full understanding of the work requirements at the time offers are submitted, nor is it to be used to alter the final agreement arrived at in any negotiations leading to contract award.

## **4. PERSONNEL SECURITY REQUIREMENTS**

The contractor shall implement and administer a security program in accordance with **DoD 5220.22, National Industrial Security Program** to ensure that sensitive information and Government documentation are protected.

Criminal Background Checks will be conducted on all prime and sub-contractor employees requiring base access. Within 3 days after receiving the award or a Notice of Award, the contractor must provide the Contracting Officer Representative (COR) and the Contracting Officer a list of employees requiring access into the U.S. Naval Hospital gate. The list of employees (initial or new employee during period of performance) shall include employee's name, date of birth, and the state driver's license/state identification card number. Notifications of contractor employee additions and deletions shall be provided to the COR and the Contracting Officer within 3 business days

with the employee's name, date of birth, state driver's license/state identification card number. Within the 10 business days (after receipt of the list of employees), the U.S. Navy Visitor Control Center will notify the contractor that installation access passes are available for those employees clearing the criminal history check. The duration of any pass issued will not exceed one year or the duration of the contract, whichever is shorter.

## **5. PASS AND IDENTIFICATION**

The contractor shall ensure and be responsible for following pass and identification credentials i.e.: passport, real identification card are required for contract performance to obtain base access for employees to Naval Hospital Guam facility. All employees shall wear/display the company and their individual name on their clothing while they are at work so they are easily visible. Additionally, the contractor shall comply with security regulations enforced at Naval Hospital. Access to the Naval Hospital base must be obtained for contract performance via the Defense Biometric Identification System (DBIDS) or current base access requirements.

## **6. COMMON ACCESS CARD (CAC)**

Each contractor employee shall have a Naval Hospital Guam badge and DBIDS in their possession at all times while working on Naval Hospital Guam and shall surrender same at the end of his/her employment under this contract or when the form expires, whichever occurs first. All contractor employees shall have a favorable National Agency Check with Inquires (NACI) application initiated by their company's point of contact. The loss of any pass and identification items shall be reported as soon thereafter as possible to the issuing activity and the COR/Contracting Officer.

## **7. RETRIEVING IDENTIFICATION (ACCESS BADGES)**

The contractor shall retrieve all identification media from employees who depart for any reason before the contract expires (e.g., terminated for cause, retirement, etc.) and return such media to Pass and Identification section for proper disposition.

## **8. REPORTING REQUIREMENTS**

Contractor personnel shall report to the Contracting Officers Representative (COR) any information or circumstances of which they are aware may pose a threat to the security of DoD personnel, contractor personnel, and resources. Contractor employees shall be briefed by their immediate supervisor upon initial on-base assignment and as required thereafter. The contractor shall provide the personnel with clearances commensurate with the individual access requirements. The position requires at least a National Agency Check Investigation (NACI). The contractor shall be responsible for any cost associated with security clearances, if they hire anyone who does not possess a clearance.

## 9. PERFORMANCE REQUIREMENTS SERVICES DELIVERY SUMMARY

Performance Objective	PWS Reference	Performance Threshold	
Maintained required stock of clean linens.	All items picked up (except for lab coats) must be processed and returned the next day. Lab coats shall be completed (pressed and hanger-hung) within forty eight (48) hours of pick-up.	No more than 1 incident of clean linen outages in a month based on a 24 day processing cycle	Random Sampling  Customer complaints
<p>Medical/Dental laundry processes must meet standards for Environmental Infection Control in Healthcare Facilities (2003), Center for Disease Control and Prevention Healthcare Infection control Practices Advisory Committee (HICPAC) Environmental infection control in Health-Care Facilities pages 112-118 paragraphs 1-8.</p> <p><a href="http://www.cdc.gov/hicpac/pdf/guidelines/eic_in_hcf_03.pdf">http://www.cdc.gov/hicpac/pdf/guidelines/eic_in_hcf_03.pdf</a></p> <p><a href="http://www.dtic.mil/whs/directives/corres/pdf/1100.22p.pdf">http://www.dtic.mil/whs/directives/corres/pdf/1100.22p.pdf</a> Page 2 under 4. Policy A, B, C, D and E.</p>	<p>Work processes must comply with the aforementioned CDC guidelines, DODI directive and passing NH Guam Infection Control Officer's annual or unannounced inspections. Deficiencies found on initial inspection will be re-inspected 30 days later for correction. No deficiencies allowable upon re-inspection.</p>	<p>No more than 1 failed inspection</p> <p>No more than 2 in a month customer complaints</p>	<p>Random surveillance/ inspection of processes and laundry room</p>
Accountability of linens	Quantities of items delivered and invoiced must match quantities of the soiled turn in on inventory reports.	No more than 5% difference in the number of any items or quantities listed on soiled turn in inventory reports	Inventory reports  Customer complaints

## 10. TYPHOON CONDITIONS

The contractor shall comply with the following at setting of typhoon conditions at each respective base:

Typhoon Condition	Directives
4	All regular laundry procedures as scheduled
3	All regular laundry procedures as scheduled
2	All regular laundry procedures as scheduled
1	All work ceased until designation of other Typhoon Condition has been issued

## 11. HOURS OF OPERATION

Normal hours of operation are from **8:00AM to 4:00PM**, Monday through Saturday. The contractor is not required to provide service on the following Federal Holidays: Thanksgiving, Christmas, or New Year. If the holiday falls on a Saturday, observance is on the previous Friday. If the holiday falls on a Sunday, observance is on the following Monday. Pick-up/drop-off will be completed on the first workday following the holiday. All other Federal Holidays are required work days.

## 12. LINEN SERVICES

The contractor shall inform the Facilities department when equipment is not working or having issues, The Facilities department will provide a separate service contractor to maintain the laundry equipment in good working order and to ensure that any needed equipment repairs are performed/completed. The contractor shall ensure personnel are fully trained and skilled at performing medical laundry. The contractor is responsible for all facets of cleaning at the end of each work day.

The following items require special handling (launder separately):

- a. Wash white cotton items in [102-113] degrees Fahrenheit soap. The usual rinses shall be followed by a chemical rinse (sour) acting as an insecticidal sanitary and neutralizing agent for alkali. Per chemical manufacturer specifications



b. Bleaching agents employed in the wash formula shall be used only on white cotton material and at a concentration not greater than 1/2 of 1 percent (i.e., 0.5%) available chlorine to 100 pounds of cloth (dry weight), or per chemical manufacturer specifications.

c. Wash cotton items classified as “light color” in temperatures up to 160 degrees Fahrenheit. The articles shall be given at least 3 suds of 5 seconds (or per manufacturer specifications). The suds shall be followed by at least 3 soft water rinses of 3 minutes each and a souring treatment with a suitable amount of laundry sour so that the treated items shall have a PH value between 5 and 5.5 (or per chemical manufacturer specifications).

d. Cotton items washed in “dark color” or “fugitive” classifications shall be subjected to the temperatures, which at no time shall exceed one-hundred (100) degrees F.

e. Special laundering requirements for woolen clothing, wool-mixed clothing, and woolen blankets. Per chemical manufacturer specifications.

f. Classification for Washing. The contractor shall always segregate woolen blankets from other woolen items. Woolen clothing and wool-mixed items, if intended for laundering, may be washed together in the same wheel.

g. Washing and Extraction. The speed of all washing machines shall not exceed 12 revolutions per minute during the laundry processes of woolen items. Wash woolen items in suds and rinses that do not exceed 100 degrees or per the manufacturer specifications. The articles shall be given at least 2 suds of 5 minutes each in a good running solution not to exceed 81 degrees Fahrenheit (or per the soap manufacturer specifications). The washes shall be followed by a souring treatment with a suitable amount of laundry sour so that the laundered items have a PH value between 5 and 5.5 (or per manufacturer specifications). Cylinders shall be stopped during the adding and discharging of water. Water levels in all washers and rinses shall be less than 2/5 of the washers’ diameter.

h. Finishing of Woolen Items. Woolen clothing and wool-mixed clothing shall be pressed (if label indicates it can be), then folded after air-drying. Woolen blankets, after being dried, shall be neatly folded. Each finished blanket shall be soft; all edges even; and free from holes, tears, or objectionable odors. No mechanical re-napping shall be undertaken without previous written authority from the Technical Liaison any blankets furnished for laundering, that has any defects which may prevent compliance with the specifications should be inspected by the Technical Liaison before laundering of said blankets.

### **13. WORK SCHEDULING**

The contractor shall determine and schedule the number of times per day services are performed to assure that the required inventory of clean linens is available to Naval Hospital Guam.

### **14. EQUIPMENT REPAIRS OR ISSUES**

Failures of or issues with Government-furnished equipment shall be reported immediately to the Facilities Management Department Trouble Desk Representative at 344-9320 or Naval Hospital Facility Manager at 344-9641.

## **15. PICK-UP AND DELIVERY**

- a. The contractor shall pick-up and deliver laundry daily from Naval Hospital Guam to Building 2A on Naval Hospital Base Guam Monday-Saturday from 10:30AM-1:30PM.
- b. Clean and dirty linens shall be kept separate at all times.
- c. All bins used to transport linen items shall be provided by the contractor. The bins must have a closeable, secure lid. All bins utilized shall be cleaned and sanitized daily.
- d. Bins used for transporting clean linens shall be labeled "Clean Linens Only" and shall not be used for transporting dirty linens.
- e. Bins used for transporting dirty linens shall be labeled "Dirty Linens Only" and shall not be used for transporting clean linens.
- g. The contractor shall provide an inventory report of laundry processed per week. The report shall be provided to the Technical Liaison and the Linen Work Lead from Facilities department monthly by the 5th of the month. The report shall also indicate the numbers and types of laundry determined to be damaged or unserviceable.

## **16. SORTING**

- a. Laundry shall be sorted by like kind and color.
- b. Laundry shall be checked for sharps that may have gotten caught in the material. Any sharps found shall be placed in the sharps container located in the laundry room. The contractor shall be blood borne pathogen trained and must maintain that training is kept current at all times. A copy of current training certificate will be readily available at the laundry facility.
- c. The contractor must remove or destroy all contaminants, pathogenic bacteria, and other agents in the laundering process and prevent the reintroduction of such agents to the laundry.
- d. All soiled linen covered by this contract shall be considered to be contaminated and shall at all times be kept physically separated from clean linen during processing and/or transit.
- e. Soiled laundry from patients with/without communicable diseases shall be placed and kept in specifically marked yellow double bags.
- f. Soiled nursery linen shall be washed separately from other hospital linens. This linen must remain

soft and the scouring process appropriate.

g. All laundry shall be inspected for damage or excessive wear during sorting. Any laundry found to be unserviceable shall be laundered, marked, and turned in to the Linens Section Lead or COR.

## 17. WASHING AND DRYING

a. All laundry shall be washed in loads of like kind and color using the appropriate washer and chemical mixer setting, per manufacturer specifications.

b. All laundry shall be dried according to the material labels.

c. **After being fully dried**, scrubs, sheets, pillow cases, towels, cloths, and blankets shall be folded and placed in clean plastic bins for transfer to hospital storage.

d. **After being fully dried**, lab coats and tech jackets shall be hung on serviceable & clean hangers and covered in plastic.

e. If linen that has been initially washed and dried but still has stains, a stain treatment shall be applied to the stain(s) and a second & consecutive rewash will be performed until stain is removed.

## 18. INSPECTIONS AND OBSERVATIONS

a. Laundry operations are subject to inspection by the Naval Hospital Infection Control Committee at least annually or as required by the Infection Control Officer. Inspection results shall be submitted to the Technical Liaison and Linen Work Lead of Facilities Department.

b. Laundry operations are subject to inspection by the Naval Hospital Safety Officer at any time. Inspection results shall be submitted to the Technical Liaison.

## 19. LINEN TYPES AND QUANTITY

BAG, LAUNDRY
BATHROBE
BATHROBE
BLANKET, COTTON
PILLOWCASE
WASHCLOTH
GOWNS

LAB COAT
NIGHTSHIRT, INFANT
PAJAMAS
SCRUB PANT & TOP
SHEET, FLAT & FITTED
TABLE, CLOTH
TOWEL, BATH
WRAPPER
CURTAIN, PATIENT PRIVACY
<b>Average 15,000 – 20,000lbs linens laundered per month</b>

## 20. EQUIPMENT, SUPPLIES, and SERVICES

- a. Contractor shall provide vehicle transportation for pick-up and delivery. The contractor shall also provide all laundry chemicals.
- b. Any contractor provided/used equipment must be UL approved and will be subject to inspection by the Technical Liaison. If the equipment is not UL approved, the contractor shall not use it under this contract.
- c. All chemicals used in the processing of medical linens must be approved by the Naval Hospital Guam Facility Manager, Linen Section Lead, and Naval Hospital Environmental Specialist.
- d. All equipment shall be routinely cleaned and sanitized with an Environmental Protective Agency (EPA) registered germicidal detergent product prior to introduction or re-entry into the facility. In addition, project-cycle-cleaning equipment being moved within the facility shall be cleaned, as defined above, prior to entry into or removal from each asepsis level and between sole-use areas.
- e. All containers of laundry chemicals and similar products shall be conspicuously marked with a factory label to identify contents and all other labels shall be removed or defaced. **Materials bearing Department of Transportation (DOT) red labels (meaning FLAMMABLE) shall not be used.**

## **21. UNIFORMS AND CLOTHING**

- a. All employees shall wear contractor-provided standard uniforms that shall clearly be distinguishable from all United States military uniforms. The uniforms shall be worn as designed by the manufacturer. The uniform shall include shirt and pants. Where required, the contractor shall furnish their employees with safety (steel toed) footwear.
- b. All personnel shall display legible identification of the employee and company names on their uniforms. Badges are acceptable. All personnel shall also be required to wear (when working) any and all identification badges provided by the government.
- c. Contractor personnel shall be free of body odor and wear a clean uniform/clothing each day. Fingernails shall be clean and free of dirt and in accordance with the infection control guidelines. Hair shall be clean and neatly combed. Jewelry must be kept to a minimum.

## **21. TRAINING**

- a. The contractor shall provide initial training of all employees one week before the start of work for all employees who have never received blood borne pathogen training. Employees who have had previous training (including specialized area training) shall complete this training within two weeks after starting work.
- b. A general orientation of basic bacteriological concepts, infection control, and Standard or Universal Precautions and related work functions. Training will be provided to new employees by Naval Hospital Guam Infectious Control Officer.
- c. The contractor will be responsible to complete instructions on obtaining, use, storage, care, and disposal of supplies and equipment. Instructions on the selection and measurement of proper cleaning chemicals.
- d. Duties of each employee and techniques for measuring quality of work performance (including evaluation of cleaning effectiveness and the proper wear of personal protective equipment [PPE], gloves and hand hygiene). Will be provided by contractor.
- e. Familiarization with applicable Federal, State, local, hospital, and base regulations and policies. Orientation/overview on fire prevention, ground safety, smoking, security, employee health, standard or universal precautions, exposure control plan, facility emergency management plan, utilities plan, and PPE. Orientation/overview of the government respiratory protection plan and government furnishing and fitting of HEPA masks as required. Will be the responsibility of the contractor to provide annual training to personnel.
- f. The role of linens processing in the healthcare facility and its effects on the health and well-being of patients, staff, and visitors.
- g. Employee's personal hygiene.

- h. Adherence to all work schedules.
- i. Documentation of completion of scheduled work assignments. Will be the responsibility of the contractor.
- j. Hazard Communications Plan, including location and access to Safety Data Sheets (SDS) for products used by the contractor and Government personnel, a work area hazardous chemical inventory, and standard operating procedures (SOPs) or Operating Instructions (OI) governing tasks involving hazardous materials.
- k. The contract and any records generated by the contractor shall be presented to the Technical Liaison, Contracting Officer, Facility Manager, Inspector General (IG), Department of Defense (DoD), TJC, Infection Control, or any other authorized inspection/accreditation agency upon request.
- l. Eating and drinking are permitted in designated areas only. Smoking is permitted in outside-designated smoking areas only, located in front of Naval Hospital Fire Department, Building 2B.

## **22. HEALTH REQUIREMENTS**

- a. The contractor shall maintain workforce health qualifications as published in the most recent guidelines from these publications throughout the life of the contract. For the purposes of this contract, CDC recommendations are considered requirements.
- b. Before each employee begins work under this performance work statement, the contractor shall provide proof of immunization for the following diseases according to Centers for Disease Control (CDC) guidelines: Hepatitis B, influenza, measles, mumps, rubella, and varicella. The contractor shall also provide proof of a negative TB skin test completed within the past 12 months (if positive, proof of negative chest X-ray within the past 12 months). Additionally, the contractor shall provide proof of Tetanus Diphtheria and Pertussis (TDAP) immunization, even if the tetanus booster is not yet due according to CDC guidelines. After beginning work under this performance work statement, the government will provide post blood borne exposure protocols according to applicable guidelines.
- c. Contractor employees shall be immunized annually with the seasonal influenza vaccine and any other vaccine recommended by the Advisory Committee on Immunization Practices (ACIP) of the CDC. This vaccine may be provided by the government, if available, as determined by the MTF. Although this vaccine may be provided by the government, it may be obtained at other facilities with the cost being borne by the contractor or the employee. Unless vaccinated by the government, the contractor is required to show proof of the vaccination to Public Health. Public Health shall notify the contractor when the immunizations becomes due or are overdue. The contractor shall immediately resolve the issue by obtaining the immunizations for those affected employees.

d. Tuberculosis. In those areas where there is a higher risk of transmission of tuberculosis, contractor employees may be tested frequently as directed by the MTF. This test will be at the expense of the employee or contractor.

e. Tracking of Information. Immunization information may be tracked in a DoD computer systems for all contractor employees.

### **23. BUILDING SECURITY AND CONSERVATION**

a. The Naval Hospital Facilities Management Department Key Custodian will provide the contractor keys or access to all buildings/rooms/areas required to fulfill contractual obligations. Keys shall not be duplicated by contractor personnel. The contractor is responsible for immediately reporting when a key is lost to the COR or to the Naval Hospital Guam Facilities Management Department. Key replacement by the government will be at the contractors' expense. If a master key is lost or duplicated, the government will replace all locks and keys on that system and reduce the monthly payment to the contractor by the total price of the replacement. If a standard key is lost, the government will replace the lock for that room and reduce the monthly payment to the contractor by the total price of the replacement.

b. Contractor employees shall not allow anyone the use of any key in their possession. Laundry carts shall not be left unattended in hallways or doorways/exits.

c. If the contractor encounters any difficulty keeping areas locked, they shall notify the COR or the Facilities Management Department Trouble Desk.

d. Contractor personnel shall turn off all utilities/equipment and all lights they turned on upon completion of the work day.

### **24. SAFETY**

a. All work performed in delivering the services specified in this contract shall comply with applicable Federal, State, and local safety regulations. Contractor personnel shall attend Facilities Management Department safety training Monthly (initial and annual refresher training) and may participate in Naval Hospital Guam fire drills.

b. Contractor personnel shall wear contractor-furnished Personal Protective Equipment as directed by Naval Hospital Guam policy. Proper PPE shall be worn when handling laundry chemicals and special gloves to prevent needle sticks.

c. The contractor shall familiarize its personnel with the Naval Hospital Guam Emergency Management Plan. Contractor personnel may participate in hospital emergency management exercises based on the scenario. The contractor's emergency response procedures shall be used to notify the contractor of a Naval Hospital Guam emergency management incident.

**25. HANDLING, CLEANING, AND MAINTENANCE OF GOVERNMENT FURNITURE AND EQUIPMENT**

- a. The washing machine and dryer shall be furnished by the government.
- b. The contractor shall develop and maintain a daily regular cleaning schedule approved by the Government Technical Liaison for the Government Furnished Equipment per the manufacturer's specifications.
- c. The government is responsible for all maintenance and repairs of the washing machines, dryers and government furniture.



Section E - Inspection and Acceptance

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

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

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 23-SEP-2019 TO 29-FEB-2020	N/A	US NAVAL HOSPITAL GUAM SUPPLY OFFICER BLDG 50 FARENHOLT RD STE 1Y02 AGANA HEIGHTS GU 96910 (671) 344-9673 FOB: Destination	N68096

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010

## CLAUSES INCORPORATED BY FULL TEXT

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. **Contractors are not prohibited from providing--**

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Representation. The Offeror represents that--

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.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, 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).

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)**

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

### **52.212-3 -- Offeror Representations and Certifications**

#### **-- Commercial Items (Oct 2018)**

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 (u) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

(6) 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

(7) 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.

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

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

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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



“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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications 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 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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 (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

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(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.

*Alternate I (Oct 2014).*

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate 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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

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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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) Examples.

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

Listed End Product:	Listed Countries of Origin:

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

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



(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that 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 database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

## (5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

## (n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) *Representation.* The offeror represents that—

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

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

## (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <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 section 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 and 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 (52.212-1(k)).

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard

with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

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

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

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

(End of Provision)

#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2019)**

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

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

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

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- \_\_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Re-representation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_\_ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- XX (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).



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

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

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

XX (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

\_\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

\_\_\_\_ (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (50) 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).

\_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

\_\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

XX (6) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

XX (7) 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).

\_\_\_\_\_ (8) 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).

\_\_\_\_\_ (9) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (10) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_\_ (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).  
(B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

### **252.232-7006 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.

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

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(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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.

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0248
Issue By DoDAAC	N68096
Admin DoDAAC**	N68096
Inspect By DoDAAC	_____
Ship To Code	N68096
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	N68096
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

Name of Acceptors/Department: Connie Tenorio and Lynette Newby

E-mail address of Acceptors: [Concepcion.b.tenorio.civ@mail.mil](mailto:Concepcion.b.tenorio.civ@mail.mil) and [Lynette.c.newby.civ@mail.mil](mailto:Lynette.c.newby.civ@mail.mil).

Work Telephone Number of Acceptor: (671) 344-7352 and (671) 344-7325

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

(End of clause)