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

- 1. The solicitation number is F3GHBA1007AW01. This solicitation is issued as a Request for Quote (RFQ).
- 2. This requirement is solicited 100% Total Small-Business set-aside under NAICS 326299.
- 3. Below is the contract line item number (CLIN).
 - a) **CLIN 0001** 175 EA, Ballistic Rubber Panels in accordance with Attachment 1 Salient Characteristics.
- 4. Description of requirement for the item to be acquired.

*****See Attachment 1 - Salient Characteristics for full specifications and quantities.

All quotes shall be all inclusive to be considered.

a) Delivery Date: 21 Days ADC

b) Delivery/Ship to Location: 819 RHS Squadron, Malmstrom AFB, MT 59402-6865

c) Inspection and acceptance: FOB destination

5. The incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2020-08, effective 13 August 2020.

52.212-1, Instructions to Offerors – Commercial (Jun 2020)

Requirements. All quotes shall include the following minimum information: Product Specifications, CAGE Code, Duns Number, Taxpayer I.D. No., Payment Terms, Discount Terms, Offerors Reps and Certs, Point of Contact, Phone, Fax, Email and Proposed Delivery Schedule. IAW FAR 52.204-7 and DFARS 252.207-7004 Alt A, prospective vendors must be registered in the System for Award Management (SAM) database prior to contract award. Lack of SAM registration shall be a determining factor for contract award. Prospective vendors should visit the SAM website at http://www.sam.gov.com to register.

Offer Due Date. Offers are due on Friday, 05 February 2021 at 2:00 PM Pacific Time. Only electronic offers submitted via email will be considered for this requirement. Please ensure offers are all inclusive prior to submission as incomplete offers will not be considered. Submit offers to TSgt Lorali Herrell at lorali.herrell@us.af.mil

(End of Provision)

FAR 52.212-2, Evaluation – Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer is the **lowest-priced**, **technically acceptable and conforms to the specified delivery timeline of 21 days ADC**. This is an "all or none" requirement and will be awarded on one contract. Multiple contracts will not be issued. Vendors who do not quote the entire package requested will be considered non-responsive and their quote will not be evaluated.

Technical Acceptable/Unacceptable Ratings

Rating Description

Acceptable Offer has provided all items listed in 52.212-1. The offeror's quote clearly

meets the requirements of the Solicitation and the Item List.

Unacceptable Offer has not provided all items listed in 52.212-1. The offeror's quote does

not clearly meets the requirements of the Solicitation and the Item List.

- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

FAR 52.212-3 – Offeror Representations and Certifications – Commercial Items (Jun 2020)

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

FAR 52.212-4 – Terms and Conditions – Commercial Items (Oct 2018)

Applies to this acquisition.

<u>FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive</u> <u>Orders – Commercial Items (Aug 2020)</u>

Applies to this acquisition, final clauses incorporated at award.

FAR 52.219-1 -- Small Business Program Representations (Mar 2020).

(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 concern eligible under the WOSB Program.

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 <u>38 U.S.C.101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C.101(16)</u>.

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 the size standard in paragraph (b) of this provision.

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.

"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 <u>38</u> <u>U.S.C.101(2)</u>) 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 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) The North American Industry Classification System (NAICS) code for this acquisition is 326299. (2) The small business size standard is <u>500 Employees</u>. (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees. (c) Representations. (1) The offeror represents as part of its offer that it \Box is, \Box is not a small business concern. (2) [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. (3) [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 \Box is, \Box is not a women-owned small business concern. (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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)(4)(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. (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-(i) It □ is, □ is not an EDWOSB 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)(5)(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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it \Box is, \Box is not a service-disabled veteran-owned small business 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.

(6) [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 \Box is, \Box is not a veteran-owned small business

concern.

- (8) [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)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (1) Be punished by imposition of fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

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

http://www.acquisition.gov/

FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (d) Representation. The Offeror represents that—
- (1)It \square will, \square will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It \Box does, \Box does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide

the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

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

(i)For covered equipment—

- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

- (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii)For covered services—

- (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

<u>DFARS 252,232-7003 Electronic Submission of Payment Requests and Receiving Reports</u> (<u>Dec 2018</u>)

(a) Definitions. As used in this clause—

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

- (1) Contract financing payments include—
 - (i) Advance payments;
 - (ii) Performance-based payments;
 - (iii) Commercial advance and interim payments;
 - (iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
 - (v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
 - (vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.
- (2) Contract financing payments do not include—
 - (i) Invoice payments;
 - (ii) Payments for partial deliveries; or
 - (iii) Lease and rental payments.
 - "Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

- (1) Invoice payments include—
 - (i) Payments for partial deliveries that have been accepted by the Government;
 - (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor:

- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.
- (2) Invoice payments do not include contract financing payments.
- "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.
- "Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.
- (b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.
- (c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:
 - (1) Electronic Data Interchange.
 - (2) Secure File Transfer Protocol.
 - (3) Direct input through the WAWF website.
- (d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
 - (1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order:
 - (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
 - (3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
 - (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at https://wawf.eb.mil/.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

DFARS 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 <u>252.232-7003</u>, 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) <u>252.232-7003</u>, 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.

COMBO

(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.

COMBO

- (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.

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA4861
Admin DoDAAC	FA4861
Inspect By DoDAAC	F3GHBA
Ship To DoDAAC	F3GHBA

- (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.

N/A

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

AFFARS 5352.201-9101 OMBUDSMAN (OCT 2019)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Lt Col Aaron Judge, USAF Deputy Director of Contracting, OL-ACC Air Force Installation Contracting Agency Joint Base Langley-Eustis VA COMM: (757) 764-5372 DSN: 574-5372, aaron.judge@us.af.mil.. Concerns, issues, disagreements, and recommendations that cannot be resolved

at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

<u>AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (OCT 2019)</u>

- (a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver s license, current vehicle registration, valid vehicle insurance certificate, and [insert any additional requirements to comply with local security procedures] to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [insert any additional requirements to comply with AFI 31-101, Integrated Defense, and DODMAN5200.02 AFMAN 16-1405, Air Force Personnel Security Program] citing the appropriate paragraphs as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
 - (f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

The following additional provisions or clauses are specific to this particular requirement:

FAR 42.204-25 – Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

FAR 52.247-34 – FOB Destination

Attachments

Attachment 1 – Salient Characteristics