

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 92		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER FA700018R0008		6. SOLICITATION ISSUE DATE 12-Dec-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHAUN BRIGHT			b. TELEPHONE NUMBER (No Collect Calls) 719-333-3600		8. OFFER DUE DATE/LOCAL TIME 01:00 PM 02 Jan 2018	
9. ISSUED BY  10 CONS - FA7000 BRIGHT, S. 8110 INDUSTRIAL DRIVE, STE 200 PKB USAF ACADEMY CO 80840-2315  TEL: 719-333-3600 FAX: 719-333-9075		CODE FA7000	10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)  NAICS: 315990  SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO  10 MSG LGRMC - FX7000 10MSG/LGRI MITCHELL HALL ANNEX, BLDG 2351 USAF ACADEMY CO 80840 TEL: 719-333-3017 FAX: 719-333-4600		CODE FX7000	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
				TEL:				
				EMAIL:				

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Cap, Cadet Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #2). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).  Base year: 1 January 2018 or date of award, whichever is later, through 30 September 2018.  The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.  FOB: Destination NSN: 841500000000 SIGNAL CODE: A	2,000	Each		

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ESTIMATED  
NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Cap, Cadet Flight, Women's FFP	430	Each		

Cap, Cadet Flight, Women's FFP

Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #5). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).

Base year: 1 January 2018 or date of award, whichever is later, through 30 September 2018.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8415000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Cap, Officer Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #3).	950	Each		

Base year: 1 January 2018 or date of award, whichever is later, through 30 September 2018.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8405000000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004		300	Each		

Cap, Officer Flight, Women's  
FFP

Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan.  
91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #6).

Base year: 1 January 2018 or date of award, whichever is later, through 30  
September 2018.

The quantity is an estimated quantity only. Required quantities will be provided by  
issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Cap, Service, Men's FFP	1,000	Each		

Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).

Base year: 1 January 2018 or date of award, whichever is later, through 30 September 2018.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8405000000000  
 SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006		400	Each		

Cap, Service, Women's  
FFP

Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).

Base year: 1 January 2018 or date of award, whichever is later, through 30 September 2018.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	Cap, Parade, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Base year: 1 January 2018 or date of award, whichever is later, through 30 September 2018.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8405000000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	Cap, Parade, Women's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).  Base year: 1 January 2018 or date of award, whichever is later, through 30 September 2018.  The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.  FOB: Destination NSN: 8410000000000 SIGNAL CODE: A	400	Each		

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	Cap, Cadet Flight, Men's, First Article FFP FOB: Destination NSN: 8415000000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Cap, Cadet Flight, Wmn's, First Article FFP FOB: Destination NSN: 841500000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011	Cap, Officer Flight, Mns, First Article FFP FOB: Destination NSN: 840500000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012	Cap, Officer Flight, Wmns, First Article FFP FOB: Destination NSN: 8410000000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013	Cap, Service, Men's, First Article FFP FOB: Destination NSN: 8405000000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014	Cap, Service, Women's, First Article FFP FOB: Destination NSN: 8410000000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015	Cap, Parade, Men's, First Article FFP FOB: Destination NSN: 8405000000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016	Cap, Parade, Women's, First Article FFP FOB: Destination NSN: 841000000000 SIGNAL CODE: A	1	Each		

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Cap, Cadet Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #2). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).  Option year 1: 1 October 2018 through 30 September 2019.  The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.  FOB: Destination NSN: 841500000000 SIGNAL CODE: A	2,000	Each		

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ESTIMATED  
NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	Cap, Cadet Flight, Women's FFP	430	Each		

Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #5). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).

Option year 1: 1 October 2018 through 30 September 2019.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8415000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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1003 OPTION	Cap, Officer Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #3).	950	Each		
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Option year 1: 1 October 2018 through 30 September 2019.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	Cap, Officer Flight, Women's FFP Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #6).	300	Each		

Option year 1: 1 October 2018 through 30 September 2019.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005 OPTION	Cap, Service, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Option year 1: 1 October 2018 through 30 September 2019.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006 OPTION	Cap, Service, Women's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	400	Each		

Option year 1: 1 October 2018 through 30 September 2019.

The quantity is an estimated quantity only. Required quantities will be provided by  
issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1007 OPTION	Cap, Parade, Men's FFP	1,000	Each		

Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).

Option year 1: 1 October 2018 through 30 September 2019.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1008 OPTION	Cap, Parade, Women's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	400	Each		

Option year 1: 1 October 2018 through 30 September 2019.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8410000000000  
 SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Cap, Cadet Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #2). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	2,000	Each		

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8415000000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	Cap, Cadet Flight, Women's FFP Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #5). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	430	Each		

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 841500000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	Cap, Officer Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #3).	950	Each		

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8405000000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	Cap, Officer Flight, Women's FFP Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #6).	300	Each		

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005 OPTION	Cap, Service, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2006 OPTION	Cap, Service, Women's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	400	Each		

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2007 OPTION	Cap, Parade, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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2008  
OPTION

Cap, Parade, Women's  
FFP  
Manufactured in accordance with USAFA CU 490, dated 1 November 2017  
(Attachment #7). Government Furnished Material (GFM) will be provided in  
accordance with the addendum to FAR 52.212-4(w)(2).

Option year 2: 1 October 2019 through 30 September 2020.

The quantity is an estimated quantity only. Required quantities will be provided by  
issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	Cap, Cadet Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #2). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	2,000	Each		

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 841500000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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3002  
OPTION

Cap, Cadet Flight, Women's  
FFP

Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan.  
91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #5).  
Government Furnished Material (GFM) will be provided in accordance with the  
addendum to FAR 52.212-4(w)(2).

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by  
issuance of delivery orders.

FOB: Destination  
NSN: 8415000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3003 OPTION	Cap, Officer Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #3).	950	Each		

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3004 OPTION	Cap, Officer Flight, Women's FFP Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #6).	300	Each		

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3005 OPTION	Cap, Service, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8405000000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3006 OPTION	Cap, Service, Women's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	400	Each		

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8410000000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3007 OPTION	Cap, Parade, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3008 OPTION	Cap, Parade, Women's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	400	Each		

Option year 3: 1 October 2020 through 30 September 2021.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	Cap, Cadet Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #2). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	2,000	Each		

Option year 4: 1 October 2021 through 30 September 2022.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 841500000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002 OPTION	Cap, Cadet Flight, Women's FFP Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #5). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	430	Each		

Option year 4: 1 October 2021 through 30 September 2022.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 841500000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8415

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4003 OPTION	Cap, Officer Flight, Men's FFP Manufactured in accordance with MIL-C-3261F, dated 22 Sept. 89,(Attachment #1) and USAFA LOE, dated 9 May 2017 (Attachment #3).	950	Each		
Option year 4: 1 October 2021 through 30 September 2022.					
The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.					
FOB: Destination NSN: 8405000000000 SIGNAL CODE: A					

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4004 OPTION	Cap, Officer Flight, Women's FFP Manufactured in accordance with MIL-C-44130C(GL), dated 11 Jan. 91,(Attachment #4) and USAFA LOE, dated 9 May 2017 (Attachment #6).	300	Each		
Option year 4: 1 October 2021 through 30 September 2022.					
The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.					
FOB: Destination NSN: 8410000000000 SIGNAL CODE: A					

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4005 OPTION	Cap, Service, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Option year 4: 1 October 2021 through 30 September 2022.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8405000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4006 OPTION	Cap, Service, Women's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	400	Each		

Option year 4: 1 October 2021 through 30 September 2022.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4007 OPTION	Cap, Parade, Men's FFP Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).	1,000	Each		

Option year 4: 1 October 2021 through 30 September 2022.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
 NSN: 8405000000000  
 SIGNAL CODE: A

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ESTIMATED  
 NET AMT

PSC CD: 8405

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4008		400	Each		

OPTION

Cap, Parade, Women's  
FFP

Manufactured in accordance with USAFA CU 490, dated 1 November 2017 (Attachment #7). Government Furnished Material (GFM) will be provided in accordance with the addendum to FAR 52.212-4(w)(2).

Option year 4: 1 October 2021 through 30 September 2022.

The quantity is an estimated quantity only. Required quantities will be provided by issuance of delivery orders.

FOB: Destination  
NSN: 8410000000000  
SIGNAL CODE: A

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ESTIMATED  
NET AMT

PSC CD: 8410

### 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
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JAN-2018 TO 30-SEP-2018	N/A	10 MSG LGRMC - FX7000 10MSG/LGRI MITCHELL HALL ANNEX, BLDG 2351 USAF ACADEMY CO 80840 719-333-3017 FOB: Destination	FX7000
0002	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
0003	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000

0004	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
0005	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
0006	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
0007	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
0008	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
1001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	10 MSG LGRMC - FX7000 10MSG/LGRI MITCHELL HALL ANNEX, BLDG 2351 USAF ACADEMY CO 80840 719-333-3017 FOB: Destination	FX7000
1002	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
1003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
1004	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
1005	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
1006	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
1007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000

1008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2001	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2002	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2003	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2004	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2006	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2007	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
2008	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3001	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3002	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3003	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3004	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3005	POP 01-OCT-2020 TO 01-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3006	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3007	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
3008	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
4001	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000

4002	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
4003	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
4004	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
4005	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
4006	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
4007	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000
4008	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FX7000

ADDENDUM TO FAR 52.212-4

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS:

I. Paragraph (a) *Inspection/Acceptance* is supplemented as follows:

- (3) Inspection and acceptance will be accomplished by the Cadet Store Officer or his/her authorized representative as the technical representative for the Contracting Officer for the purpose of technical surveillance of workmanship and conformance with garment specifications.
- (4) The Government will provide the required sizes and/or measurements data each uniform item. The Government will reject uniform items if they do not meet the specifications and measurement data provided. For rejected items, the contractor shall remanufacture and deliver corrected items within 45 days.
- (5) Acceptance shall take place after the inspection has been completed.

II. Text in paragraph (c) is deleted and replaced with the following:

(c) *Changes.* Changes in terms and conditions of this contract may be made only by written agreement of the parties with the exception of certain changes such as administrative changes including changes in paying office, appropriation data, etc. authorized by the Federal Acquisition Regulation and its supplements that may be made unilaterally by the Contracting Officer (for a complete list of changes that may be made unilaterally, see FAR 43.103(b)).

III. The following explanatory notes are supplemented to the clause as follows:

(w) *Explanatory notes.*

(1) ADDITIONAL INFORMATION AND INSTRUCTIONS.

- (i) Any resultant contract shall reflect in their unit price of the items to be manufactured including cost of all materials, other requirement components, and freight costs to the USAF Academy.
- (ii) Contractor Furnished Fabric must come from the same dye lot of fabric for each delivery order.

(iii) Personnel Authorized to Obligate the Government: Commodities to be furnished under this contract are in accordance with FAR 52.216-21, *Requirements*, and shall be ordered by issuance of individual delivery orders for exact sizes and quantities by the Contracting Officer or authorized representative.

(2) MATERIAL TO BE MADE AVAILABLE BY THE GOVERNMENT.

(i) The Government will make available to the contractor, for use in connection with and under the terms of this contract, the Government Furnished Material (GFM) described below. The contractor shall use GFM in the furnishing of the entire hat for the cadet flight cap; the main body and trim for the Cadet Service Caps; and the Parade Cap hat band. The Government will be the sole source of supply of the fabric listed below and only the fabric obtained from the government under this contract shall be used in the performance of this contract. Price for cloth is based on gross yardage with no allowance for imperfections.

<u>Type of Material</u>	<u>Price per Yard</u>	<u>Shipping Location</u>
Cloth, Elastique, Wool NSN: 8305-00-176-5714	\$23.31	Defense Supply Center Philadelphia (DSCP)

(ii) The government will furnish the contractor the following amount of basic fabric for each garment ordered. Option year item numbers will correspond to the numbers in the basic year. Delivery will be made to the contractor’s plant of manufacture within 30 days after contractor’s receipt of contract award. Any changes in the price of cloth will be modified at time of each option renewal, if exercised.

<u>Item</u>	<u>Type of Fabric</u>	<u>Allowance and Cost</u>
Cadet Flight Caps	Cloth, Elastique, Wool	2.000 yards per dozen caps
Service Caps (main body and trim)	Cloth, Elastique, Wool	2.400 yards per dozen caps
Parade Caps (hat band)	Cloth, Elastique, Wool	0.5 yards per hundred caps

(iii) The government reserves the right to make available not more than 10% of the GFM in short pieces. The contractor shall cut and use the short pieces furnished and/or generated and not retain them for return to the Government at completion of the contract. Only the types of materials listed above, will be made available to the contractor by the Government. All other types of materials required in the performance of this contract shall be furnished by the contractor.

(iv) The contractor shall maintain adequate property control records in accordance with sound industrial practice and shall make such records available to the government inspection at all reasonable times. The contractor shall return all GFM not consumed in production to the U.S. Air Force Academy along with, or prior to, final delivery, or as directed by the Contracting Officer.

(v) Availability of Government Furnished Material: At any time after award of contract and during the course of the contract, the contractor may submit a request for GFM to the Contracting Officer. Such request shall include the contract number. The Government will make GFM available for delivery no later than thirty, (30) days after receipt by the Government of such request.

(vi) All amount of GFM consumed in excess of the allowance per garment will be charged to the contractor at the per yard cost rate shown at (1)(i) above.

(3) IRREPARABLE REJECTS. The contractor agrees to purchase any or all irreparable rejects when notified in writing by the Contracting Officer, or his/her duly authorized representative, at the per yard rate for that particular garment as shown at paragraph (1)(i) above. The contractor shall remove or obliterate all

labels on rejects referring in any way to the Government, all other identification, all military insignia, and ornamentation.

(4) RESPONSIBILITY FOR GFM. The contractor assumes the risk of, and is responsible for, any loss or damage to GFM regardless of the cause, from the time the fabric is delivered to the contractor to the time it is returned to the Government. It shall be the contractor's responsibility to obtain such insurance, as he/she may deem necessary, at his/her own expense.

(5) DEFICIENCY OR DELAY IN FURNISHING GFM. The delivery or performance dates for the supplies to be furnished by the contractor under this contract are based upon the expectation that the GFM will be available for delivery to the contractor within the specified time. In the event the GFM is not available for delivery to the contractor by such time, the Contracting Officer will, if requested by the contractor, make a determination of the delay.

(i) In the event the contractor believes that damages or defective GFM, exclusive of normal imperfections, has been furnished, or in the event of shortages, narrow widths, or other discrepancies, the contractor shall immediately notify, in writing, the cognizant government Quality Assurance representative who shall verify the damage, defect, or discrepancy and report to the Contracting Officer. In the absence of a Quality Assurance Representative, the contractor shall immediately notify, in writing, the Contracting Officer of the damage, defect or discrepancy. The contractor shall not cut or use such Government Material, or in the event the damaged, defect, or discrepancy is such that it could not reasonably have been discovered until after cutting or further processing, the contractor shall not further process the Government material until instructions have been received from the Contracting Officer. If replacement is to be made, the Government will replace at its own expense, including transportation costs, any such damaged or defective material. If the contractor fails to notify either the Government Quality Assurance representative, or the Contracting Officer within five (5) days of discovery of any defect or discrepancy in the GFM, no equitable adjustment will be made in the delivery or performance dates, or the contract price.

(ii) In cases of delay or failure to furnish any or all of the GFM, or in case the government has furnished damaged or defective material, the Contracting Officer, upon written request of the contractor, shall equitably adjust the delivery or performance period, or the contract price or both. The Government may, at its option, require sworn statements in support of such a request for an equitable adjustment. If the contractor does not request such an adjustment within 30 days from the time the contractor either knew or should have known of any such delay or deficiency in the GFM, no adjustment will be made. Under no circumstances will the Government include as an element of any adjustment under this "Explanatory Note" any amount for loss of prospective profits. Further, the provisions for adjustment are exclusive, and the Government shall not be liable to suit for breach of contract by reason of any delay or deficiency in furnishing GFM to the contractor.

(iii) Fabric containing normal deficiencies shall not be considered defective. Any claim for shortage within the roll shall be adjusted as follows: for shortages on individual pieces only, credit will be taken by the Government for the minus tolerance provided for individual pieces in the "Examination for Length" paragraph of the fabric specification; for the entire shipment, the Government will reduce the total shortage by the total of average of all pieces in the shipment found to be longer than the length specified on the piece ticket. Narrow widths shall be subject to adjustment only where the discrepancy exceeds ¼ inch. Measurements shall be "overall" or "exclusive of selvage", in accordance with the width provision of the applicable fabric specification.

(6) PROTECTION OF GFM, TITLE, ACCESS. The contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, protection and preservation of Government material, until disposed of by the contractor in accordance with this contract. GFM shall be maintained and used only in those plants approved by the Contracting Officer. The contractor shall arrange and maintain his/her plant(s) to ensure clean and sanitary conditions and ensure proper identification and segregation of material for each government contract. Title to the GFM shall remain with the Government

and shall not be affected by any attachment or a lien to non-government property. The Government shall, at all reasonable times, have access to the premises where any Government material is located.

(7) RETENTION OF ESSENTIAL RECORDS. The contractor shall retain the original Government piece tickets on the pieces until spread for cutting. The contractor shall retain in his/her possession all piece tickets removed from GFM for a period of twelve (12) months subsequent to the last delivery under the contract, whether last delivery occurs under the basic year or under an option year, if the option year is exercised. The contractor shall assemble all piece tickets from a particular lay (section) in one bundle, and all bundles shall be consecutively numbered so as to indicate the order in which the lays were cut. All piece tickets retained by the contractor shall be returned to the Government upon the Government's request. In addition, the contractor shall retain cutting records and any fallout records for each lay, for the above stated twelve (12) month period.

(8) INVENTORY REPORTS. Within thirty (30) days after the completion of each delivery order, the contractor shall submit an inventory report to the Contracting Officer listing all GFM on hand. The report shall contain the contract number, description of the GFM, fabric width, and total yards remaining.

(9) ANNUAL REPORT OF GFM.

(i) The contractor shall have a system to manage the Government property issued for use in this contract. Contractor shall report the receipt of the fabric, report discrepancies, loss, damage or destruction, as such events occur. The contracting officer may ask for a report at any time during the life of the contract.

(ii) Within thirty (30) days after the completion of each delivery order, the contractor shall submit an inventory report to the Contracting Officer listing all GFM on hand. The report shall contain the contract number, description of the GFM, fabric width, and total yards remaining.

(10) BAR CODES.

(i) An adhesive label of regular commercial quality, reflecting the Cadet Issue Division stock number, size and a brief description, compatible with the Government's UPC Code 39 system, shall be affixed to each package and on each shipping carton of two (2) each. If it should become necessary to mix sizes within the shipping carton, barcode labels for each size shall be affixed to that shipping carton. The barcode labels shall all be placed in the same place on each box, without exception.

(ii) A sample bar code label (see Attachment #8) in the following sizes shall be submitted for the Contracting Officer approval within 30 days of receipt of notice of contract award:

<u>NSN</u>	<u>Description</u>	<u>Size</u>
8415L9032027000	CAP, FLIGHT, CADET, MNS	7-1/8
8405L9036587000	CAP, FLIGHT, OFFICER, MNS	7-1/8
8415L9018637000	CAP, FLIGHT, CADET, WMNS	21-1/2
8410L9098047000	CAP, FLIGHT, OFFICER, WMNS	21-1/2
8405L9025917000	CAP, SERVICE, CADET, MNS	7-1/8
8410L9021837000	CAP, SERVICE, CADET, WMNS	21-1/2
8405L9038257000	CAP, PARADE, MNS	7-1/8
8410L9023387000	CAP, PARADE, WMNS	21-1/2

Submittals shall be made to:

10 CONS/PKB  
 Attn: Contracting Officer's Name  
 8110 Industrial Drive, Suite 200  
 USAF Academy, CO 80840-2315

(iii) The stock numbers will be provided for the each size when the delivery orders are placed.

(11) PACKAGING AND MARKING.

(i) Shipping carton(s) shall be marked to indicate the contract number, stock number, quantity, commodity nomenclature and name of contractor. Additionally, carton(s) shall be "MARKED FOR FX7000" and have applicable bar code(s). The shipping cartons within each shipment shall be numbered as to the quantity shipped (1 of 5, 2 of 5, etc.). A packing list shall be placed within box 1 of all shipments under this contract. The packing list shall clearly identify the total contents of the shipment, and shall break down the contents of each numbered box

(ii) Unit pack of two (2) each per box for parade and service caps, 24/48 each per carton for each cadet flight, and officer flight caps.

(iii) Packaging and marking shall be in accordance with USAFA Specifications CU 400-07, "Cap, Wheel, Men's" and CU 2090-05, "Cap, Wheel, Women's".

(12) PATTERNS.

(i) An electronic copy of a pattern in size 7 1/8 for the Service and Parade Cap will be sent to the resultant contractor at time of award, if required. The contractor shall make working patterns by grading up and down from the pattern. Any proposed change in the pattern shall be forwarded to the Contracting Officer for approval prior to use by the contractor. Along with any proposed changes, the contractor shall substantiate or justify the benefit of the proposed pattern change, the amount of monetary reimbursement required for recommending pattern revisions, and development of pattern changes as required to retain uniformity of the Cadet Wing. Upon approval, a copy of the modified pattern shall be submitted by the contractor to the Contracting Officer.

(ii) Officer and Flight Caps: The pattern for the officer and flight caps is provided by:

Department of the Air Force  
Human Systems Center Clothing Division  
ASC/WNUV-TAC, Bldg. 63, 1901 Tenth Street  
Wright Patterson Air Force Base, OH 45433-7605

The point of contact is Debra Klensch, phone: 937-255-4919, email: [debra.klensch@us.af.mil](mailto:debra.klensch@us.af.mil)

(13) FILL-IN ORDERS. The fill-in order is used to minimize stock levels required for the first issue of the caps to the cadets. The fill in order is used to backfill the sizes exhausted from the first issue. Basically, when a specific size is no longer available, the customer will place an order for the specific size for a certain number of cadets.

(14) DELIVERY ORDERS. Exact sizes and quantities to be ordered by USAFA will be provided by the issuance of individual delivery orders. All orders will be issued by the 10<sup>th</sup> Contracting Squadron, USAF Academy, CO. Funding shall be cited on each delivery order.

(15) FIRST ARTICLE REQUIREMENT. Waiver of First Article: If offeror has supplied caps conforming to the specifications herein within the last three (3) years, and these caps were accepted by the Government, the requirement for the first article submission may be waived, or partially waived in writing by the Contracting Officer or based on the clause at FAR 52.209-4, Alt I.

(16) HOURS OF DELIVERY.

(i) Delivery of items under this contract shall be accomplished between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday, except as otherwise specified in the contract. No deliverables are to be made on Saturdays, Sundays or Federal Legal holidays, as shown below:

New Year's Day – 1 January  
 Martin Luther King's Birthday – Third Monday in January  
 Washington's Birthday (President's Day) – Third Monday in February  
 Memorial Day – Last Monday in May  
 American Independence Day – 4 July  
 Labor Day – First Monday in September  
 Columbus Day – Second Monday in October  
 Veterans Day – 11 November  
 Thanksgiving Day – Fourth Thursday in November  
 Christmas Day – 25 December

(ii) In the event a holiday falls on Saturday, the preceding Friday is observed as the holiday. If a holiday falls on a Sunday, the following Monday is observed as the holiday).

(end of addendum)

#### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) - ALTERNATE I (JAN 1997)

(a) The Contractor shall deliver the following units within 60 calendar days after the date of an order to the Government for first article tests:

- CLIN 0009 Cap, Flight, Men's, size 7 1/4
- CLIN 0010 Cap, Flight, Women's, size 21 1/2
- CLIN 0011 Cap, Officer, Flight, Men's, size 7 1/4
- CLIN 0012 Cap, Officer, Flight, Women's, size 21 1/2
- CLIN 0013 Cap, Service, Men's, size 7 1/8
- CLIN 0014 Cap, Service, Women's, size 21 1/2
- CLIN 0015 Cap, Parade, Men's, size 7 1/8
- CLIN 0016 Cap, Parade, Women's, size 21 1/2

First articles shall be sent to the Government at the following address: 10 CONS/PKB, Attn: Cadet Issue Team, 8110 Industrial Drive, Suite 200, USAFA, CO 80840-2315. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 5 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

52.211-8 TIME OF DELIVERY. (JUN 1997) -- ALTERNATE I (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO(S).	QUANTITY	WITHIN DAYS AFTER RECEIPT OF ORDER (ARO)*
0001, 1001, 2001, 3001, 4001	2,000 each	120 days ARO
0002, 1002, 2002, 3002, 4002	430 each	120 days ARO

0003, 1003, 2003, 3003, 4003	950 each	120 days ARO
0004, 1004, 2004, 3004, 4004	300 each	120 days ARO
0005, 1005, 2005, 3005, 4005	1,000 each	120 days ARO
0006, 1006, 2006, 3006, 4006	400 each	120 days ARO
0007, 1007, 2007, 3007, 4007	1,000 each	120 days ARO
0008, 1008, 2008, 3008, 4008	400 each	120 days ARO
0009	1 each	60 days ARO
0010	1 each	60 days ARO
0011	1 each	60 days ARO
0012	1 each	60 days ARO
0013	1 each	60 days ARO
0014	1 each	60 days ARO
0015	1 each	60 days ARO
0016	1 each	60 days ARO

\*Fill-in orders have a lead time requirement of 60 days (See Addendum to FAR 52.212-4(w)(13), Fill-in Orders)

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER RECEIPT OF ORDER (ARO)*
0001, 1001, 2001, 3001, 4001	2,000 each	_____
0002, 1002, 2002, 3002, 4002	430 each	_____
0003, 1003, 2003, 3003, 4003	950 each	_____
0004, 1004, 2004, 3004, 4004	300 each	_____
0005, 1005, 2005, 3005, 4005	1,000 each	_____
0006, 1006, 2006, 3006, 4006	400 each	_____
0007, 1007, 2007, 3007, 4007	1,000 each	_____
0008, 1008, 2008, 3008, 4008	400 each	_____
0009	1 each	_____
0010	1 each	_____
0011	1 each	_____
0012	1 each	_____
0013	1 each	_____
0014	1 each	_____
0015	1 each	_____
0016	1 each	_____

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award no later than 1 January 2018. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2017)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

(viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

(x) 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.

- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii)   x   (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
       (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 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.
- (xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of 2,000/each;

- (2) Any order for a combination of items in excess of 6,490/each; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after:

Base Year: 1 March 2019

First Option Year: 1 March 2020

Second Option Year: 1 March 2021

Third Option Year: 1 March 2022

Fourth Option Year: 1 March 2023

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 57 months.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from:

Base Year: 1 January 2018 (or date of award, whichever is later) through 30 September 2018.

Option Year One: 1 October 2018 through 30 September 2019.

Option Year Two: 1 October 2019 through 30 September 2020.

Option Year Three: 1 October 2020 through 30 September 2021.

Option Year Four: 1 October 2021 through 30 September 2022.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)

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

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Estonia  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Japan  
Luxembourg  
Netherlands  
Norway  
Poland  
Portugal  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

**COMBO**

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

**DESTINATION**

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F67100
Issue By DoDAAC	FA7000
Admin DoDAAC	FA7000
Inspect By DoDAAC	FX7000
Ship To Code	FX7000
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

shaun.bright@us.af.mil  
 diana.south@us.af.mil

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

shaun.bright@us.af.mil  
 diana.south@us.af.mil

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

(End of clause)

5352.201-9101 OMBUDSMAN (JUN 2016)

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

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 ([http://www.whitehouse.gov/omb/circulars\\_a076\\_a76\\_incl\\_tech\\_correction/](http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction/)) competition performance decisions).

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

James Anderson  
8110 Industrial Drive, STE 103  
USAFA, CO 80840  
Telephone number 719-333-2074  
FAX 719-333-9018  
Email: james.anderson.72@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/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  
Telephone number 571-256-2395  
FAX 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)

ATTACHMENTS

Attachment 1 – Men’s Flight Cap Specifications, MIL-C-3261F, 26 pages

Attachment 2 – USAFA Letter of Exception (LOE), Men’s Cadet Flight Caps, 4 pages

Attachment 3 – USAFA Letter of Exception (LOE), Men’s Officer Flight Caps, 3 pages

- Attachment 4 – Women’s Flight Caps Specifications, MIL-C-44130C(GL), 20 pages
- Attachment 5 – USAFA Letter of Exception (LOE), Women’s Cadet Flight Caps, 3 pages
- Attachment 6 – USAFA Letter of Exception (LOE), Women’s Officer Flight Caps, 3 pages
- Attachment 7 – Service and Parade Cap Specification, USAFA Spec. 490, 41 pages
- Attachment 8 – Bar Code Sample, 1 page
- Attachment 9 – Certificate of Compliance to Berry Amendment, 2 pages
- Attachment 10 – Offeror’s Financial Reference, 1 page

#### CLAUSES INCORPORATED BY REFERENCE

52.212-1                    Instructions to Offerors--Commercial Items                    JAN 2017

#### ADDENDUM TO FAR 52.212-1

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

**THIS SECTION IS FOR SOLICITATION PURPOSES ONLY. THIS SECTION WILL BE REMOVED FROM ANY RESULTANT AWARD, BUT WILL BE DEEMED INCORPORATED BY REFERENCE.**

#### **I. INSTRUCTIONS TO OFFERORS**

- a. Addendum to FAR 52.212-1(b), Submission of Proposals: Submit signed and dated proposal via mail to 10th Contracting Squadron, 10 CONS/PKB, Attn: Shaun Bright, Contract Specialist, 8110 Industrial Drive, Suite 200, USAF Academy, CO 80840-2315 or e-mail to shaun.bright@us.af.mil and diana.south@us.af.mil. Proposals must be submitted by the date and time specified in block 8 on the SF 1449.
- b. Addendum to 52.212-1(c), Period for Acceptance of Offers. The paragraph is tailored as follows: “The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.”
- c. Addendum to FAR 52.212-1(e), *Multiple offers* is amended as follows: Multiple offers will not be accepted.
- d. Addendum to FAR 52.212-1(h), Multiple awards is amended as follows: “The Government will award a contract on an “all or none” basis, multiple awards shall not be contemplated.”
- e. Formal communications. Requests for clarification and information concerning the solicitation must be provided in writing no later than 7 days prior to closing. Answers will be compiled and posted electronically to the Federal Business Opportunities website: <https://www.fbo.gov>. Questions may be faxed, emailed or delivered via U.S. postal mail service or other delivery service provider to the information listed in block 9 of the SF 1449 of the solicitation. All correspondence should reference the solicitation number.

#### **II. PROPOSAL PREPARATION INSTRUCTIONS**

a. General Instructions: To assure timely and equitable evaluation of proposals, the offeror must follow the instructions contained herein. The proposal must be complete, self-sufficient, and respond directly to the requirement of this solicitation. The proposal shall consist of three (3) separate parts: **Part I - Price Proposal, Part II - Contract Documentation, and Part III – Past Performance Information.**

b. **PART I - PRICE PROPOSAL** - Submit the price proposal in accordance with the contract line item (CLIN) structure as listed in this solicitation (see SF 1449 continuation sheet).

(1) Complete blocks 12, 17a, 30(a), 30b, and 30c of the SF 1449. In doing so, the offeror accedes to the contract terms and conditions as written in the SOLICITATION, with attachments. The SOLICITATION constitutes the model contract.

(2) Insert proposed UNIT and EXTENDED prices in the Pricing Schedule. The extended amount must equal the unit price multiplied by the number of units. The proposal must be submitted for a base period plus four (4) option years.

c. **PART II - CONTRACT DOCUMENTATION - REPRESENTATION AND CERTIFICATION**

(1) Either complete Representation and Certification in the System of Award Management (SAM) at <https://www.sam.gov> or the necessary fill-ins and certification in the provision at FAR 52.212-3 (Jan 2017), Alt I (Oct 2014).

(2) Contractors must be registered with SAM ([www.sam.gov](http://www.sam.gov)) to conduct business with the Department of Defense. A contract cannot be awarded to a company without this registration.

(3) The provision at FAR 52.209-7, Information Regarding Responsibility Matters, must be completed and returned with the offer. This provision is included within this solicitation.

(4) The provision at DFARS 252.225-7000, Buy American Act-Balance of Payments program Certificate, must be completed and returned with the offer. This provision is included within this solicitation.

(5) The provision at DFARS 252.247-7022, Representation of Extent of Transportation by Sea, must be completed and returned with the offer. This provision is included within this solicitation.

(6) Complete the Certificate of Compliance to the Berry Amendment (Attachment #9). Offerors shall comply with requirements listed at DFARS 252.225-7012. All end items and components used to manufacture each item listed in this solicitation must be produced in the United States. On the certificate, the offeror must clearly identify where all components will be procured from, to include the name of the supplier and the location of the supplier's manufacturing facility. Example components include fabric, zippers, buttons, and thread. If an offeror does not list each component with the requested information, their proposal may be rejected and not considered for award.

(7) A signed letter on the offeror's company letterhead authorizing the contracting officer to verify the offeror's financial responsibility. Attach a copy of the Offeror's Financial References form (Attachment #10) to the letter.

(8) Contractors submitting an offer on this solicitation shall be certified through the Human Systems Center Clothing Division located at Wright Patterson Air Force Base, OH. Offerors shall provide a copy of their certification letters for the for Men's and Women's Officer Flight (Garrison) caps with their proposal. Offerors must be certified by the time the solicitation closes. Lack of current certification letters for the Men's and Women's Officer Flight caps shall be considered cause for rejection of an offer. The point of contact for the Department of the Air Force, Human Systems Center Clothing Division is Debra Klensch, at phone: 937-255-4919, email: [debra.klensch@us.af.mil](mailto:debra.klensch@us.af.mil), or mail: ASC/WNUV-TAC, Bldg. 63, 1901 Tenth Street, WPAFB, OH 45433-7605.

(9) Provide a written statement that the offeror's proposal incorporates all amendments to the solicitation (if applicable).

(10) Documents submitted in response to this solicitation must be fully responsive to and consistent with this addendum. Offers that do not comply with the solicitation requirements outlined in this addendum may be rejected and not be considered for award.

d. **PART III – PAST PERFORMANCE INFORMATION** –

(1) Past performance will be evaluated in accordance with DFARS 252.213-7000, *Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System-Statistical Reporting (PPIRS-SR) in Past Performance Evaluations* (June 2015) and FAR 13.106-2(b)(3)(ii)(A), “the contracting officer’s knowledge of and previous experience with the supply or service being acquired”.

(2) The offeror is not required to submit any data from the PPIRS-SR system; the Government will retrieve this information and attach it to the offeror’s proposal.

**III. INFORMATION REGARDING SUBMISSION OF QUOTATION**

a. Hand carried proposals must be submitted to the 10th Contracting Squadron, 10 CONS/PKB located at 8110 Industrial Drive, Suite 200, USAF Academy (USAFA), CO 80840-2315. The closed envelope or package used to submit your offer must show the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

b. Offerors are cautioned that USAFA has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. **SOME DELAY SHOULD BE ANTICIPATED WHEN HAND CARRYING PROPOSALS.** Offerors should allow sufficient time to obtain a visitor pass and arrive at the 10th Contracting Squadron **PRIOR** to the time specified for receipt.

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

New Year’s Day—1 January  
 Martin Luther King, Jr.’s Birthday—Third Monday in January  
 Washington’s Birthday—Third Monday in February  
 Memorial Day—Last Monday in May  
 Independence Day—4 July  
 Labor Day—First Monday in September  
 Columbus Day—Second Monday in October  
 Veterans Day—11 November  
 Thanksgiving Day—Fourth Thursday in November  
 Christmas Day—25 December

(End addendum)

**CLAUSES INCORPORATED BY FULL TEXT**

**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 conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Price

2. Past Performance: Past performance will be evaluated in accordance with FAR 13.106-2(b)(3)(ii)(A) “the contracting officer’s knowledge of and previous experience with the supply or service being acquired” and DFARS 252.213-7000, Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System-Statistical Reporting in Past Performance Evaluations (June 2015).

(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)

ADDENDUM TO FAR 52.212-2  
**BASIS FOR CONTRACT AWARD**

This acquisition is being competed under FAR part 13.5, *Simplified Procedures for Certain Commercial Items*, utilizing the evaluation procedures under FAR parts 12 and 13. The Government is conducting a best value award decision based on price and past performance in accordance with FAR 13.106. An award will be based on an integrated assessment of price and past performance information contained in responsive proposals. This approach allows the Government to accept other than the lowest priced proposal or other than the highest past performance rated proposal to achieve a best-value contract award. The Government intends to award one firm fixed price requirement’s type contract for this acquisition.

The evaluation process shall consist of the following:

**1. Compliance with Solicitation Requirements.** All proposals will initially be reviewed for compliance with the solicitation requirements, as identified in the Instructions to Offerors (addendum to FAR 52.212-1). Proposals that do not comply with the solicitation requirements may not be considered. Proposals that comply with the solicitation requirements will be considered responsive and evaluated as shown below.

**2. Certification Requirement.** All proposals must include the certification letters from the Air Force Human Systems Center Clothing Division for the Men’s and Women’s Officer Flight Caps, as identified in the Instructions to Offerors (addendum to FAR 52.212-1, section II, paragraph (c)(8)). Certification letters must be current as of the time of solicitation closing. Proposals that do not include the certification letters will be considered nonresponsive and not evaluated.

**3. Price Evaluation.** The government shall rank all responsive proposals by price, including option prices. An award will be made based on the contract line item prices proposed by the vendor. The extended amounts will be added together to determine the total evaluated price. The unit price of the vendor’s proposal shall control any conflict between the unit price and the extended amount submitted in response to this solicitation. The offeror must submit pricing for the base year CLINs and all option year CLINs to be considered. The Government intends to award based on the aggregate of all CLINs. Multiple contracts will not be awarded as a result of this solicitation. No advantage will accrue to a vendor who proposes to perform the work for an unrealistically low price. The lowest price proposal may not necessarily be selected. Failure to propose for any item in the Price Schedule may cause the vendor’s proposal to be rejected as non-responsive. The price evaluation will document the reasonableness and balance of the proposed total evaluated price (TEP).

**4. Past Performance Assessment.** Past performance will be evaluated in accordance with FAR 13.106-2(b)(3)(ii)(A) “the contracting officer’s knowledge of and previous experience with the supply or service being

acquired” and DFARS 252.213-7000, *Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System-Statistical Reporting in Past Performance Evaluations (June 2015)*, as described below.

(a) The Past Performance Information Retrieval System-Statistical Reporting (PPIRS-SR) application (<http://www.ppirs.gov/>) will be used in the evaluation of suppliers’ past performance in accordance with DFARS 213.106-2(b)(i).

(b) PPIRS-SR collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier’s performance history by Federal supply class (FSC) and product or service code (PSC). The PPIRS-SR application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in PPIRS-SR will be used by the contracting officer to evaluate a supplier’s past performance in conjunction with the supplier’s references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) PPIRS-SR classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the PPIRS-SR User’s Manual found at [https://www.ppirs.gov/pdf/PPIRS-SR\\_UserMan.pdf](https://www.ppirs.gov/pdf/PPIRS-SR_UserMan.pdf). Contractors are granted access to PPIRS-SR for their own classifications only. Suppliers are encouraged to review their own classifications, the PPIRS-SR reporting procedures and classification methodology detailed in the PPIRS-SR User's Manual, and PPIRS-SR Evaluation Criteria available from the references at [https://www.ppirs.gov/pdf/PPIRS-SR\\_DataEvaluationCriteria.pdf](https://www.ppirs.gov/pdf/PPIRS-SR_DataEvaluationCriteria.pdf). The method to challenge a rating generated by PPIRS-SR is provided in the User’s Manual.

**5. Best Value Decision.** The CO shall make an integrated assessment best value award decision considering all responsive proposals. The Government will award to the vendor whose proposal represents the best performance for an affordable price. The Government reserves the right to award one or no contract at all, depending on the quality of proposals submitted.

(End of Addendum)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. 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 --

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation

occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service-

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

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

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

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

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

"Labor compliance agreement" means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

"Labor laws" means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“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 stock of which 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 its stock is owned by one or more women; or

(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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the 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), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ .

[Offeror to identify the applicable paragraphs at (c) through (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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, 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 Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). 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 FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

(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 products.*

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.

(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.

(1) 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. By submission of its offer, the offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a 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) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ \_\_\_\_ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ \_\_\_\_ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

- (1) The labor law violated.
- (2) The case number, inspection number, charge number, docket number, or other unique identification number.
- (3) The date rendered.
- (4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;
- (B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;
- (C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and
- (D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).
- (ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.
- (B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.
- (4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.
- (5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

## (b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

## (c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_ (Line Item Number Country of Origin)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including 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 (ii) of the definition of "domestic end product":

(Line Item Number) \_\_\_

(Country of Origin (If known)) \_\_\_

(End of provision)

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

## (b) Representation. The Offeror represents that it:

\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7011	Alternative Line Item Structure	SEP 2011
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015