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52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier	JUN 2020
	Subcontract Awards	
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and	DEC 2014
	Certifications.	
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information	NOV 2021
	Systems	
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and	DEC 2023
	Services Developed or Provided by Kaspersky Lab Covered	
	Entities	
52.204-25	Prohibition on Contracting for Certain Telecommunications	NOV 2021
	and Video Surveillance Services or Equipment	
52.204-26	Covered Telecommunications Equipment or Services	OCT 2020
	Representation.	
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.204-29	Federal Acquisition Supply Chain Security Act Orders	DEC 2023
	Representation and Disclosures.	
52.204-30	Federal Acquisition Supply Chain Security Act Orders	DEC 2023
	Prohibition.	
52.209-6	Protecting the Government's Interest When Subcontracting	NOV 2021
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
	Corporations	
52.209-11	Representation by Corporations Regarding Delinquent Tax	FEB 2016
50.010.0	Liability or a Felony Conviction under any Federal Law	
52.212-2	Evaluation - Commercial Items	NOV 2021
52.212-3 (Dev)	Offeror Representations and Certifications - Commercial	JAN 2024
	Products and Commercial Services (DEVIATION 2024-	
50.010.4		NOV 2022
52.212-4	Contract Terms and ConditionsCommercial Products and	NOV 2023
52 212 5 (D)	Commercial Services	TAN 2024
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Products and	JAN 2024
52 210 1 (Dav)	Commercial Services (Deviation 2024-00002)	JAN 2024
52.219-1 (Dev)	Small Business Program Representations (DEVIATION 2024-00002)	JAN 2024
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2023
52.222-3	Convict Labor	JUN 2003
52.222-3 (Dev)	Child Labor - Cooperation with Authorities and Remedies	NOV 2023
52.222-17 (Dev)	(DEVIATION 2020-00019)	110 1 2023
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-21	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-20	Service Contract Labor Standards	AUG 2018
· - ·		

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52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive	JAN 2022
	Order 14026	
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	JUN 2020
	While Driving	
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain	
	Activities or Transactions Relating to Iran Representation	
	and Certifications.	
52.232-33	Payment by Electronic Funds TransferSystem for Award	OCT 2018
52.252-55	Management	001 2010
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-39	Providing Accelerated Payments to Small Business	MAR 2023
32.232-40	Subcontractors	MAK 2025
50 000 1		NAN 2014
52.233-1	Disputes	MAY 2014
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	SEP 2011
	Officials	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD	SEP 2022
	Officials	
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber	JAN 2023
	Incident Reporting	
252.204-7015	Notice of Authorized Disclosure of Information for Litigation	1 JAN 2023
	Support	
252.204-7016	Covered Defense Telecommunications Equipment or Services	sDEC 2019
	Representation	
252.204-7017	Prohibition on the Acquisition of Covered Defense	MAY 2021
	Telecommunications Equipment or Services Representation	
252.204-7018	Prohibition on the Acquisition of Covered Defense	JAN 2023
252.201 /010	Telecommunications Equipment or Services	571112025
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7020	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2023
252.225-7012		JUN 2013
252.225-7048	Export-Controlled Items	
252.225-7055	Representation Regarding Business Operations with the	MAY 2022
252 225 7056	Maduro Regime	14312022
252.225-7056		JAN 2023
050 005 5050	Regime	H.D.I. 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang	JUN 2023
	Uyghur Autonomous Region - Representation	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang	JUN 2023
	Uyghur Autonomous Region	
252.232-7003	Electronic Submission of Payment Requests and Receiving	DEC 2018
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7098 (Dev)	Prohibition on Contracting to Maintain or Establish a	APR 2021
	Computer Network Unless Such Network is Designed to	
	Block Access to Certain Websites - Representation.	
	(Deviation 2021-O0003)	
252.243-7001	Pricing Of Contract Modifications	DEC 1991

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252.244-7000	Subcontracts for Commercial Products or Commercial	NOV 2023
	Services	
252.247-7023	Transportation of Supplies by Sea	JAN 2023

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52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

<u>10</u> Percent increase

<u>10</u> Percent decrease

This increase or decrease shall apply to each quantity specified in the delivery schedule.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

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

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <u>https://assist.dla.mil</u>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <u>https://assist.dla.mil</u>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by--

(i) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at <u>assisthelp@dla.mil</u>.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for

the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at <u>www.sam.gov</u> for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at <u>www.sam.gov</u> for establishing the unique entity identifier.

(k) Reserved.

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

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

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

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

(4) A summary of the rationale for award;

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

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

ADDENDUM TO FAR 52.212-1

1. QUOTE SUBMISSION INSTRUCTIONS

1.1. Submission Due Date. The offeror must ensure its quote, in its entirety, reaches the required destination before the date and time set for closing of the solicitation. The submission due date for this solicitation is identified in the email solicitation.

1.2. Submission. The quote submitted in response to this solicitation shall be formatted as stated below and furnished electronically as specified herein. The quote shall only be submitted as described.

1.3. Quote Compliance. The Government must have received from the offeror a fully compliant quote. The quote is compliant when it conforms to all of the requirements, terms, and conditions of the solicitation, including the Performance Work Statement (PWS).

1.4. Quote Acceptance. FAR 52.212-1(c) is hereby tailored for this solicitation: The contractor shall specify a quote acceptance period in the Quote Summary of not less than 60 days from the date of the solicitation closing. This date may be extended by mutual agreement. The contractor shall make a clear statement in the quote as to the expiration date of the quote and the stated expiration date shall be valid for all proposed subcontractors as well.

1.5. Quote Retention. In accordance with FAR Subpart 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful quotes.

1.6. Single Quote Submission. FAR 52.212-1 is hereby tailored to remove subparagraph (e) which does not apply to this solicitation. Offerors are limited to submitting one quote with one approach to meeting all the requirements of this solicitation. Quotes that contain alternative terms and conditions will be considered as taking exception to the requirements of the solicitation.

1.7. All or None. FAR 52.212-1(h) is hereby tailored for this solicitation: Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this solicitation may be rejected or ineligible for award.

1.8. Mark the title page with the following legend:

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

1.9. Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quote.

2. QUOTE FORMAT

2.1. This section provides guidance to the offeror for preparing a quote in response to the solicitation. The offeror's quote shall include all data and information required by this solicitation and submitted in accordance with these instructions. Any contract resulting from this effort shall be required to meet United States Government regulations and statutory requirements. In addition, the offeror is expected to ensure compliance with all laws, regulations, standards, and any other constraints specifically identified in the solicitation.

2.2. The quote submitted in response to the solicitation shall be formatted as stated below and furnished

as stated herein. The acceptable electronic formats for quotes shall be compatible with MS Office 2016 or Microsoft 365, (specifically MS Word and MS Excel) and/or PDF format. The quote shall be labeled with the solicitation number. This number can be found on page one of this combined solicitation and synopsis. Label shall also include the name, address, and telephone number of the Offeror. All volumes shall be electronic files and not be password protected.

2.3. Offerors shall scan all files for computer viruses prior to submission to the Government.

2.4. Quotes may not include classified information. All quotes shall be at the UNCLASSIFIED level. Every submission must be properly identified and marked with the proper security classification.

3. QUOTE CONTENT AND ORGANIZATION

3.1. The offeror shall prepare the quote as set forth in Table 1, Quote Organization Table. The completion and submission to the Government of documents identified in Table 1, Quote Organization Table, shall constitute an offer and shall indicate the offeror's unconditional consent to the terms and conditions of the solicitation.

3.2. The quote shall not contain citations for, or active links to live Internet sites or pages. All linked information shall be contained within the electronic quote. Any linked information that is not contained in the quote will not be accepted.

TABLE 1 QUOTE ORGANIZATION TABLE			
VOLUME	SECTION TITLE	COPIES	PAGE LIMIT
1	Cover Letter – Not Evaluated Quote Summary – Not Evaluated	1 – electronic 1 – electronic	Unlimited Unlimited
2	Technical Capability	1 – electronic	10 pages
3	Past Performance	1 – electronic	Unlimited
		4	

4. QUOTE DOCUMENTS

4.1. Quotes shall be clear and concise and include sufficient detail for effective evaluation. The offeror shall not simply rephrase or restate the Government's requirements but shall provide convincing rationale to address how the offeror intends to meet those requirements. The offeror should assume the Government has no prior knowledge of its capabilities and experience. The Government will base its evaluation on the information presented in the offeror's quote in response to this solicitation, except as stated in the past performance evaluation section.

4.2. Quotes are to be structured in accordance with the Contract Line Item Number (CLIN) structure set forth in paragraph 7.2.2 of this addendum.

4.3. QUOTE SUMMARY, Volume 1, shall include:

- Solicitation No. W912LN-24-Q-0013
- Date submitted
- Offeror's name
- Offeror's address, CAGE code, and Unique Entity ID (UEI)
- Offeror's contact information for quote Point(s) of Contact
- All proposed subcontractor(s) (as applicable)
- Address, CAGE code, and Unique Entity IDs for each proposed subcontractor
- Quote Acceptance Period

4.4. Signature Actions/offeror Fill-Ins. Offerors shall submit a copy of all completed fill-ins for provisions and clauses requiring contractor provided information, and (if applicable) a signed copy of all amendments to the solicitation. System for Award Management (SAM) certifications need not be separately submitted; however, all offerors must be successfully registered and valid in SAM prior to award.

4.5. Statement of Acknowledgement. A statement specifying the extent of agreement with all terms, conditions, and provisions of the RFQ, and a statement of agreement to furnish and deliver the items or perform services set forth in the RFQ in consideration for offeror's proposed price(s) set opposite each item. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be grounds for the Contracting Officer to reject the quote from further consideration in the source selection process.

4.6. Assumptions. The offeror shall consolidate and identify all offeror's generated "assumptions" contained anywhere in the quote. Also, the offeror shall include a statement that none of the "assumptions" contradict or take exception to any terms, conditions, or requirements of the solicitation. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be grounds for the Contracting Officer to reject the quote from further consideration in the source selection process.

5. TECHNICAL CAPABILITY, Volume 2, shall include:

5.1. The Technical Capability section of the quote shall present relevant information articulating the offeror's proposed approach to meeting the PWS requirements. This section shall clearly demonstrate the offeror's understanding by providing a clear description of the proposed approach to performing the work. The offeror's description should include a clear description of processes and procedures to be employed. Any proposed subcontracting relationships shall be identified as part of the submission. Offerors shall provide relevant experience (for this purpose, experience refers to what an offeror has done, not how well it was accomplished) in

performing proposed processes and procedures. This section shall not include any pricing data. The offeror's quote information will be evaluated to assess the risk that the offeror will timely meet contract requirements. The Technical Capability section of the quote should address the following PWS paragraphs:

- 1.1. Factor 1: Food Preparation & Quality. Offerors shall describe, in detail, how they will prepare meals s in accordance with food safety regulations in accordance with PWS paragraph(s) 5.1 thru 5.1.1.
- 1.2. Factor 2: Menu Standards. Offerors shall describe, in detail, the process they will follow to consistently provide meals and meal components in accordance with PWS paragraph(s) 5.2 thru 5.2.2
- 1.3. Factor 3: Meal Packaging and Delivery. Offerors shall describe, in detail, the process they will follow to ensure meals are packaged and delivered in accordance with the established schedule, in accordance with PWS paragraphs 5.3 thru 5.3.1.
- 1.4. Factor 4: Food Safety, Sanitation & Cleaning. Offerors shall describe in detail, the process they will follow to consistently maintain compliance with food safety standards while preparing, transporting and serving meals and providing cleaning services within the facility food service areas in accordance with PWS paragraphs 5.4 through 5.4.1)
- 6. PAST PERFORMANCE: Volume 3, shall include:

6.1 The offeror shall submit information for a total of up to three recent contract past performance references that were performed by the offeror as the prime contractor, which the offeror considers having relevance.

6.1.1 While the Government may elect to consider data obtained from internal and external

sources other than the quote, the burden of providing thorough and complete past performance information remains with the offeror. It is the offeror's responsibility to submit detailed and complete information so the Government may evaluate its Past Performance.

6.1.2 The Government does not assume the duty to search for data to cure problems it finds in quotes.

6.2 The below instructions are provided to advise offerors as to the information required by the Government to assess the contractor's Recent and Relevant past performance. Since this information constitutes a basis of the Government's review, it is imperative that the offeror present its past performance in a clear and complete manner.

6.2.1 Failure to provide the information requested below may result in an assessment that the offeror does not possess a record of Recent and Relevant past performance.

6.2.2 Recent contracts are those performed within three years of the date of issuance of this solicitation.

6.2.3 Relevant contracts are those comparable in scope and magnitude of effort and complexity to the PWS requirement(s).

6.2.4 Contract Information: The offeror's quote shall substantiate what distinct effort was required and actually performed under each of the contract(s) included in the quote.

6.2.4.1 For each Contract(s) submitted, provide the following information:

- Prime Contractor name and address;
- Contract Number (and delivery/contract number if applicable);
- Contract Type;
- Total Value of the Contract (beginning & ending value);
- Delivery or Performance Schedule;
- Contract period of performance;
- Government or private industry contracting activity address, telephone number and email;
- Procuring Contracting Officers (PCO) and/or Contract Specialist's name, or point of contact for private industry entity responsible for signing or administering the Contract, telephone number and e-mail;
- Government (DCMA) or private industry administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email;
- Specify the Government or Contractor Point(s) of Contact for which the Questionnaire was sent, and provide the date(s) it was sent;

6.2.5 Provide a description of the work performed by the offeror, which shall include a narrative describing the similarities between (1) the relevant work performed under the PWS requirements of the offeror's cited contract(s) and (2) the PWS requirements identified in paragraph 5.0. In its narrative, the offeror shall specify the location in the cited contract PWS (to include paragraph and page number) that substantiates the relevant work performed (see 6.2.7 below);

6.2.6 Provide a brief self-assessment of contract performance.

6.2.7 Provide a copy of the complete performance work statement (PWS) or statement of work (SOW) for each of the submitted contracts.

6.2.7.1 If the proposed Contract was issued under or in connection with a related written

instrument (e.g. IDIQ, BOA, BPA, FSS) and the details of the distinct effort actually performed needed to establish relevancy on the proposed contract are further defined within the terms and conditions (e.g. statement of work) of that related written instrument, provide that information and any other information necessary to establish this instrument's relationship to the proposed contract. (These documents can be submitted as stand-alone attachments with the quote).

6.3 The offeror may also be evaluated based on other internal Government or private source information. The Government may utilize the Contract Performance and Rating System (CPARS) to search for recent and relevant offeror performance and ratings.

6.4 The Government will conduct an in-depth evaluation of all recent performance information to determine how closely the services performed under those contracts relate to the management and technical requirement(s). Consideration will be given to similar service, similar complexity of the effort, breadth and depth of skills, similar contract scope and type, and schedule. In addition, consideration will be given to any quality awards or certifications that indicate the offeror has a high-quality process for developing and producing the services required by this acquisition.

6.5 The offeror may provide a copy of its most recent CPARS evaluation, if applicable, showing the overall rating(s) for each of the past performance references provided in the quote.

7. PRICE, Volume 4, shall include:

7.1. Price Quote Format.

7.1.1. Electronic spreadsheet files (Workbooks) shall be sent in MS Excel 2016 or Microsoft 365 compatible format, and include all formulas, functions, macros, computations, or equations used to compute the proposed amounts. There can be no cell references to data or files which are not included in the Price Volume. For each Workbook, all Rows, Columns, Cells and Worksheets must be Visible (object.Visible=True). Zero height/Zero width rows/columns in Worksheets are not acceptable. Worksheet cells formatted with the Font color equal to the Fill color are unacceptable. Workbooks or Worksheets shall not be password protected. Print image files or pictures (for example a picture of an Excel spreadsheet embedded in a word document) or files containing only values are not acceptable.

7.1.2. Supporting narrative, including Basis of Estimate (BOE) sheets, shall be provided in files that are MS Excel 2016 or MS Word 2016 or Microsoft 365 compatible. BOEs may not be submitted as pictures. Text or spreadsheets used as supporting rationale within a BOE may not be included as a picture.

7.2. The price quote shall contain:

7.2.1. The offeror shall submit data substantiating the price proposed to complete the requirements identified in the solicitation. The offeror's price quote shall contain sufficient factual information to establish that the proposed price is reasonable and complete. The offeror shall submit a narrative BOE to substantiate the price quote.

7.2.2. The offeror shall provide:

Price per plate for breakfast and dinner meals and a total price for each CLIN in the solicitation. Use this format and headcounts:

CLIN #	Product/Service	Quantity – U/I is each	Unit Price	Total
0001	Breakfast	638		
0003	Dinner	839		
	TOTAL			

7.2.3. Subcontractor Price Submission. Subcontractor price quote information (if any) should be submitted and included as part of the prime offeror's quote submission. In the event that a subcontractor declines to provide complete price quote to the offeror, that subcontractor's quote information may be submitted by the subcontractor directly to the Government using the same submission instructions noted above. Such submissions shall arrive at or prior to the due date for quote as noted in the email solicitation.

7.3. In accordance with FAR 13.106-3(a), in addition to the information requested above, the Government reserves the right to request additional or more detailed information to support its evaluation of price reasonableness.

EVALUATION FACTORS FOR AWARD

- 1. 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:
 - 1.1. Technical
 - 1.2. Past Performance
 - 1.3. Price
- 2. Basis for Award
 - 2.1. The Government intends to award a single Firm-Fixed Price (FFP) Contract as a result of this solicitation.
 - 2.2. Per FAR 9.103, the contract will be placed only with an offeror that the Contracting Officer determines to be responsible, that is, those who can satisfactorily perform the necessary tasks and deliver the required services on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the offeror's financial ability to meet the solicitation requirements. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.
 - 2.3. Consistency. Each section of the offeror's quote shall be consistent within the quote.
 - 2.4. Completeness. The Government's ability to evaluate a quote may depend on the level of detail and supporting documentation provided. Insufficient supporting documentation or detail in a quote may prevent the Government from evaluating a quote.
 - 2.5. The Government will assess the offeror's quote on three factors: (1) Technical Capability, (2) Past Performance and (3) Price.

3. EVALUATION OF TECHNICAL CAPABILITY

 Evaluation of this factor will assess the offeror's proposed approach and understanding of the requirements and risk of unsuccessful performance of the proposed approach to technical capability in accordance with the following factors and related PWS paragraphs. 1) Food Preparation & Quality (PWS 5.1 thru 5.1.1); 2) Menu Standard (PWS 5.2 thru 5.2.2); 3) Meal Packaging and Delivery (PWS 5.3 thru 5.3.1); and 4) Safety, Sanitation & Cleaning (PWS 5.4 thru 5.4.4). Failure to clearly address the Factors identified above or to indicate whether the offeror intends to subcontract all or part of the work and/or (if the offeror indicates intent to subcontract) failure to identify the intended subcontractor may result in an "unacceptable" rating for technical approach.

4. EVALUATION OF PAST PERFORMANCE

- 4.1. The evaluation of this factor will assess the risk of unsuccessful performance of the offeror's proposed approach to performing efforts of a similar scope, magnitude, and complexity as the requirement described in the PWS.
- 4.2. The Government will evaluate the offeror's past performance to determine the likelihood that the offeror will successfully perform the required effort described in the PWS.
- 4.3. Contracts submitted in the Past Performance section of the offeror's quote will not be considered if the Government determines them to be not recent, not relevant, or lacking any credible past performance information. If the offeror does not have a record of Recent and Relevant past performance information the offeror will be rated as "Neutral," which is neither favorable nor unfavorable.
- 4.4. The offeror may also be evaluated on past contract performance information utilizing internal Government or private source information and the Government reserves the right to use any information received as part of its evaluation. The Government may contact any of the references the offeror provides and reserves the right to use any information received as part of its evaluation.
- 4.5. In evaluating the offeror's performance history, the Government may compare the offeror's deliveries or performance to the contract's original delivery or performance schedule, unless the delay was Government-caused. Schedule extensions that were the fault of the offeror, even if consideration was provided, may be counted against the offeror.

5. EVALUATION OF PRICE FACTOR

- 5.1. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 13.106-3. Through these techniques the Government will determine whether prices are reasonable, complete, and are not unbalanced.
- 5.2. Reasonableness. The Government will evaluate the price reasonableness of the offeror's proposed prices to ensure that in its nature and amount, it does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government shall employ price analysis techniques in accordance with FAR 13.106-3 to determine that a proposed price is fair and reasonable.
- 5.3. Completeness. The Government reserves the right to conduct discussions with offerors, but discussions are not anticipated or intended. Since discussions are not anticipated or intended, the Government requires complete quotes with respect to price. A complete quote will include all information required by this solicitation.
- 5.4. Unbalanced Pricing. Offerors should note that pricing will be carefully reviewed to detect whether quotes are unbalanced between line items, as well as unbalance between periods. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques. Unbalanced offers may be determined unacceptable.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION Wage Determination No.: 2015-4137 Revision No.: 29 dated 12/26/2023

Employee Class Monetary Wage-Fringe Benefits

07000 - Food Preparation And Service Occupations

07010 - Baker	18.66
07041 - Cook I	18.16
07042 - Cook II	20.12
07070 - Dishwasher	14.04***
07130 - Food Service Worker	14.57***
07210 - Meat Cutter	18.13
07260 - Waiter/Waitress	16.71***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per

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week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174) (End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisiton.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any <u>Defense Federal Acquistion Regulation Supplement (DFARS)</u> (48 CFR <u>2</u>) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

(2) Be registered to use WAWF at <u>https://wawf.eb.mil/</u> 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 <u>https://wawf.eb.mil/</u>.

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

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

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

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

(ii) For fixed price line items—

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

NA

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

Invoice as 2in1 for services

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0670
Issue By DoDAAC	W912LN
Admin DoDAAC**	W912LN
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	W90CMA

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Service Acceptor (DoDAAC)	W90CMA
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

NG PROTEST PROCEDURES

National Guard Protest Procedures

NG Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns with the National Guard (NG) as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum.

Contract award or performance is suspended during the protest to the same extent, and within the same time periods as if filed at the GAO. The NG protest decision goal is to resolve protests within 35 calendar days from filing. An agency protest may be filed with either the Contracting Officer or the NG Agency's Protest Decision Authority, but not both, in accordance with NG protest procedures.

To be timely, the protests must be filed with the periods specified in FAR 33.103. To file a protest under the NG Agency Protest Program, the protest must request resolution under that program and be sent to the address below: National Guard Bureau

Office of the Director of Acquisitions/ Head of Contracting Activity

ATTN: NGB-AQ-O

111 S. George Mason Dr.

Arlington, VA 22204

Email: ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@army.mil

All other agency-level protests should be sent to the Contracting Officer for resolution at the address in the solicitation. See FAR clause 52.233-2.

NG Public-facing, general Protest information is found at:

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https://www.nationalguard.mil/Leadership/Joint-Staff/Special-Staff/Director-of-Acquisitions/ Directorate of Acquisitions information for the contracting enterprise is found at: https://gko.portal.ng.mil/ngb/STAFF/D01/D01/OI/Protests%20and%20Complaints/Forms/AllItems.aspx