FAR CLAUSES

52.204-26 Covered Telecommunications Equipment Or Services-Representation (OCT 2020) {if available in SAM reps and certs, duplication may not be required}

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) (1) Representation. The Offeror represents that it [__] does, [__] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) {MUST BE FILLED IN, if "does" in 52.204-26}

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)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

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

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

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

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

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

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

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

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

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

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

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

(d) Reporting requirement.

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

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

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

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

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures.
As prescribed in 4.2306(b), insert the following provision:
Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (DEC 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(c) Procedures. (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).
(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description;
(7) Reason why the applicable covered article or the product or service is being provided or used;
(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition.
As prescribed in 4.2306(c), insert the following clause:
Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023)

(a) Definitions. As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;

(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition. (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).
(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
(c) Notice and reporting requirement. (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
(A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
(i) Within 3 business days from the date of such identification or notification:
(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
(d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
(e) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

Alternate I (DEC 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) Prohibition. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]
Yes ☐ No ☐ DHS FASCSA Order
Yes ☐ No ☐ DoD FASCSA Order
Yes ☐ No ☐ DNI FASCSA Order

Alternate II (DEC 2023). As prescribed in 4.2306(c)(2)(ii), substitute the following paragraph (b) in place of paragraph (b) of the basic clause. This clause applies to each order as identified by the Contracting Officer.
(b) Prohibition. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]
Yes ☐ No ☐ DHS FASCSA order
Yes ☐ No ☐ DoD FASCSA order
Yes ☐ No ☐ DNI FASCSA order
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.
(3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.
(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
(5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:
(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

(End of clause)

52.219-1 Small Business Program Representations (Mar 2023) Alternate I (Sept2015).
As prescribed in 19.309 (a)(2) add the following paragraph (c)(9) to the basic provision:,

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

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

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

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

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

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

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

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 small business concern means a small business concern-

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the

management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
(2) The small business size standard is _____ [insert size standard].

(3) 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 (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

(iii) 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.

(c) Representations. (1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

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

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that

(i) It □ is, □ is not a service-disabled veteran-owned small business concern; or

(ii) It □ is, □ is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

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

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

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

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

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

DFAR CLAUSES

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) 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 defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013), of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013), of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with

Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013), of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

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

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(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 https://www.sam.gov; and

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

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

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

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

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

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

(ii) For fixed price line items—

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

_____

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

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

_____

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

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

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

(v) For commercial 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	____
Issue By DoDAAC	____
Admin DoDAAC**	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
(g) WAWF point of contact.

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

_____

(Contracting Officer: Insert applicable information or "Not applicable.")
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.
(End of clause)

DLAD CLAUSES

5452.233-9001, DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

DLA PROC NOTES

C01 Superseded Part Numbered Items (SEP 2016)

If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)
(1) By submitting a quotation or offer, the contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) of this procurement note, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. In addition, the contractor will obtain and supply any quality requirements necessary to prove the material meets the technical description. Evidence of quality consist of test results, material certifications, and manufacturing process sheets, identified by the technical data.
(3) Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/).
(4) The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C04 Unused Former Government Surplus Property (SEP 2021)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.
(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.
Yes [__] No [__]
The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes [__] No [__] The material conforms to the revision letter/number, if any is cited. Yes [__] No [__]
Unknown __
If No, the revision does not affect form, fit, function, or interface. Yes__ No __ Unknown __
The material was manufactured by:
(Name): _____
(Address): _____
(2) The offeror currently possesses the material Yes __ No __
If yes, the offeror purchased the material from a Government selling agency or other source.
Yes __ No __ If yes, complete the following:
Government Selling Agency: _____
Contract Number: _____
Contract Date: (Month, Year): _____
Other Source: _____
Address: _____
Date Acquired: (Month/Year) _____
(3) The material has been altered or modified. Yes __ No __ If Yes, complete the following:
Name of the company that performed the alternation or modification:
_____
[(Address): _____
Complete description of the alterations or modifications.
_____
_____
(4) The material has been reconditioned. Yes __ No __ If Yes, complete the following:
(i) The price offered includes the cost of reconditioning /refurbishment. Yes __ No __
(ii) Name of the company that reconditioned the material.
_____
(iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

_____
_____.
The material contains cure-dated components. Yes __ No __ If Yes, complete the following:
(i) The price includes replacement of cure-dated components. Yes __ No __
(ii) Cure date: _____
(5) The material has data plates attached. Yes __ No __ If Yes, insert all information contained on the data plate.
_____
_____
(6) The offered material is in its original package. Yes __ No __ If yes, complete the following:
Contract Number _____
NSN_____
CAGE Code_____
Part Number _____
Other Markings/Data_____
(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes __ No __
If Yes, complete the following:
(i) The material being offered is from the same original Government contract number as that provided previously. Yes __ No __
(ii) State below the Government Agency and contract number under which the material was previously provided:
Agency _____
Contract Number_____
(8) The material is manufactured in accordance with a specification or drawing. Yes __ No __
If Yes, complete the following:
(i) The specification/drawing is in the possession of the offeror. Yes __ No __
(ii) The offeror has stated the applicable information below: Yes __ No __
Specification/Drawing Number _____
Revision (if any) _____
Date_____
(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes __ No __
If Yes, complete the following:
(i) Material has been re-preserved. Yes __ No __
(ii) Material has been repackaged. Yes __ No __
(iii) Percentage of material that has been inspected is ____%; and/or
(iv) Number of items inspected is _____
(v) A written report was prepared. Yes __ No __
The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
The offeror will forward one of the following, within 24 hours of request by the contracting officer, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):
___ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.
___ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
___ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (6) of this procurement note Yes __ No __)
___ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe:
_____

This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.
If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted.
In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

(1) The Government may correct nonconforming packaging or marking for receipts of DLA- owned materiel if the estimated costs of correction are $1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.
(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than $1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

C20 Vendor Shipment Module (VSM) (NOV 2022)

(1) The DLA Vendor Shipment Module (VSM) is a web-based system for DLA contractors obtain current shipping addresses, two-dimensional bar coded shipping labels in accordance with MIL-STD-129, bills of lading, packing lists, and other shipping documentation.
Contractors using VSM do not need to contact the transportation office prior to shipping items.
Contractors shall use VSM to print labels for f.o.b. destination contracts ; and to print labels and arrange for shipping for f.o.b. origin contracts. All contractors will use VSM to obtain shipping labels no more than two (2) days prior to shipment to ensure the current destination address is used.
(2) To obtain information for contracts administered by DLA or to register as a VSM user, the contractor shall contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dla.mil.
(a) Before contacting the Government to advise that material is ready to ship, the contractor shall complete its VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment because the material was unavailable or the contractor facility was closed.
(3) To obtain information for contracts administered by DCMA, the contractor shall contact the DCMA VSM Helpdesk at (314) 331-5573 or vsm.shipments@dcma.mil.

E05 Product Verification Testing (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.
(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.
(3) The contractor shall provide and maintain an inspection system acceptable to the Governmentin accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples – Do Not Post to Stock," Contract Number [contractor insert] and Lot/Item Number [contractor insert]" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD- 129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:
(a) Hard copies of the contract;
(b) Material certifications/process operation sheets; and
(c) Drawings used to manufacture the units and return shipping information.
(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.
(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

H10 Requires No Access to DLA Controlled Technical Data or Information for Contract Performance (FEB 2020)

Awardee has confirmed it will not require access to DLA controlled technical data or information for contract performance, and it will provide items that conform to the current revision of applicable technical data.

L04 Offers for Part Numbered Items (SEP 2016)

(a) For part numbered items, identified in the item description only by the name of an approved source(CAGE code), a part number, and a brief description.

Exact product – applies to contract line-item(s) (CLIN(s)): _____
CAGE code _____ part number _____
Alternate product – applies to CLIN(s):_____
CAGE code _____ part number _____
Superseding part number – applies to CLIN(s): _____
CAGE code _____ part number _____

Identify reason for superseding part number:
Administrative P/N change only: Yes____ No____
Minor change/No change in configuration: Yes____ No____
Previously-approved product – applies to CLIN(s): _____
Contract or Solicitation Number: _____
CAGE code _____ part number _____
Correction to CAGE/Part Number – applies to CLIN(s) _____
CAGE code in error/same corporation, different division Yes ___ No___
CAGE code in error/sold to different corporation Yes ___ No___
Part number not recognized Yes ___ No___
Obsolete part number Yes ___ No___
Other Yes ___ No___

(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.

(1) An approved source offering its part number cited in the item description;

(2) A dealer/distributor offering the product of an approved source and part number cited in the item description;

(3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government.

(4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.

(c) Alternate product.

(1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:

(i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;

(iii) An offeror of a reverse-engineered product that is not cited in the item description; or

(iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.

(2) An offer of an alternate product is an alternate offer.

(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.

(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.

(f) Correction to CAGE/Part Number Cited in the Item Description Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.

(g) Traceability documentation.

(1) The contracting officer may request evidence of the technical acceptability of the product offered. The evidence must be submitted within 2 days, or as otherwise specified, or the offer will not be considered.

(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.

(i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. The agreement must specifically identify the exact item, or otherwise ensure that the offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product specific, the offeror must furnish additional documentation to address the exact item being acquired.

(iv) Other verifiable information.

(1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configuration of the part.

(2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.

(h) Alternate offer data.

(1) The contracting officer may request drawings, specifications, or other data necessary to clearly describe the characteristics and features of an alternate offer. Data submitted shall cover design, materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product. The data must be submitted within 10 days, or as otherwise specified, or the offer will not be considered.

(2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(j) Evaluation of alternate offers
If the solicitation does not provide for evaluation of alternate offers for the current procurement, the offeror may submit a request for evaluation of the alternate product’s technical acceptability for future procurements of the same item. The request for evaluation shall cite the national stock number (NSN) of the exact product and include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate

the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the appropriate location below.

(1) For solicitation numbers beginning with SPE7:
DLA Land and Maritime
Directorate of Procurement Alternate offer monitor, BPP
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990

(2) For solicitation numbers beginning with SPE4:
DLA Aviation
Office of the Competition Advocate
Attention: BPC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5100

(3) For solicitation numbers beginning with SPE1, SPE2, SPE3, SPE5, or SPE8: DLA
Troop Support
Attention: (see note below)
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096
Note: The address (attention line) will change based on the 4th digit of the PIIN as follows:
SPE1 = Clothing and Textile (C&T)
SPE2 = Medical
SPE3 = Subsistence
SPE5 = Industrial Hardware (formerly Aviation or L&M detachments)
SPE8 = Construction and Equipment (C&E)

(4) For solicitation numbers beginning with SPRRA1 and SPRRA2:
Defense Logistics Agency – DLA Aviation
Office of the Competition Advocate
Building 5201
Redstone Arsenal, Alabama 35898

(5) For solicitation numbers beginning with SPRPA1:
DLA Philadelphia
Competition Advocate Office
700 Robbins Avenue Building 1
Philadelphia, Pennsylvania 19111-5098

(6) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) -
DLA Land and Maritime solicitations beginning with SPRDL1:
Defense Logistics Agency
DLR Procurement Operations - ZG
6501 East Eleven Mile Road
Warren, Michigan 48397-5000

(7) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning with SPRBL1: Defense Logistics Agency
DLR Procurement Operations - ZL
6001 Combat Dr., Rm. C1-301
Aberdeen Proving Ground, MD 21005-1846

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (JUN 2020, MAR 2023)

(1) The Government will use the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil) (formerly Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR)) and may use other performance history to evaluate suppliers' past performance.
(2) SPRS 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 SPRS 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 the Government is purchasing.
(3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.
(4) SPRS generates classifications daily for each contractor. The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) and the SPRS Government User Guide (https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf); and the SPRS Evaluation Criteria (https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) provides the method to challenge a rating generated by SPRS.

L31 Additive Manufacturing (JUN 2018)

(1) Additive manufacturing (AM) is a process of joining materials to make objects from three dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.

(2) Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeror proposing to supply an AM-produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.

(3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.

M05 Evaluation Factor for Unused Former Government Surplus Property (SEP 2016)

(1) All offers for unused former Government surplus property shall have a $200 evaluation factor.
(2) All offers for CSI require evaluation by the ESA(s). An evaluation factor of $600 shall be applied for coordination with each ESA.
(3) If the contracting officer cannot determine acceptability and coordinates with the ESA(s) on other than CSI, an evaluation factor of $600 shall be applied for each ESA.

M06 Evaluation of Offers for Part Numbered Items (SEP 2016)

Offers of alternate product will not be evaluated for the contract action if:
(1) The solicitation is automated;
(2) It does not meet the dollar threshold for savings, after an evaluation factor of $600 is applied for coordination with each ESA; or
(3) When the time proposed for award does not permit evaluation and delay of award would adversely affect the Government.

LOCAL CLAUSES

YM3 A1: Additional Information

Contracting Officer's point of contact is:

Submit invoices via Wide Area Workflow (https://wawf.eb.mil) in accordance with the instructions contained in FAR 252.232-7006 (Wide Area Workflow Payment Instructions).
Calls inquiring on payments can be made to DFAS Columbus Customer Service at 800-756-4571.
WAWF invoice/reject inquiries can be made to ask DFAS by email at: https://www.dfas.mil/dfas/AskDFAS/

The DFAS website is https://www.dfas.mil/dfas/AskDFAS/DoDAAC.html

YM3 C500: Mercury Control (Supplies)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

YM3 C506: Qualified Products (AWARD)

Contractor to furnish supplies in conformance with Manufacturer's Designation, Test or Qualification Reference as shown in the Qualified Products List.

YM3 C524: MARKING AND CERTIFICATION REQUIREMENTS FOR CONTROLLED INDUSTRIAL MATERIAL

A certificate of quality conformance shall be furnished with each heat or lot of material supplied. The certification report shall be signed by the contractor's authorized representative responsible for insuring that the material being delivered shall be in accordance with all specification and contract requirements.

A certificate of test shall be furnished and shall contain the actual test results of all specified chemical and mechanical tests performed. The results shall be quantitative data in the units required by the specification. One copy of each certificate shall be placed inside each material package or attached in a waterproof plastic envelope to the material supplied.

The material shall be marked as required by the manufacturing/material specification or referenced marking specification. A traceability number, i.e. (heat, lot, contract number, call number, or vendor trace code number) shall be marked on the box or package, placed inside each material package or attached to the package in a waterproof plastic envelope. The traceability number will also be recorded on all certificate(s) for material received. Where temporary marking methods are applicable, Type A marking in accordance with MIL-STD-792 is also acceptable. (NOTE: For pipe & tube – Vibro Etch is not allowed when wall thickness for pipe is under 0.119" and 0.135" for tube.)

Unless otherwise required by the specification, fasteners do not require the heat or lot number to be marked on each piece in the lot, provided they are segregated and properly packaged with a traceability number as specified above. Small items that are unable to be properly marked by marking methods mentioned may either be packaged and the complete markings shall appear on the package, or tagged with a tag attached to each item.

When required by the specification, (e.g. MIL-DTL-1222), fasteners shall be marked with the material symbol, the manufacture's symbol, and the lot number. For fasteners less than ½" inch, if all the marking on the item can not be applied due to space limitations, the marking shall be applied using the following order of precedence: material symbol, manufacture's symbol, lot number. The material symbol is mandatory for all fasteners. Marking not included on small fasteners shall be placed on the container.

NOTE: If more than one heat is used to make up a shipment lot, the test results of all heats shall be furnished.

YM3 C528: Specification Changes

No changes to specification or other contract technical requirements are allowed without Contracting Officer approval.

YM3 D2.2: Marking of Shipments

The contractor shall mark all shipments of military packaged items in accordance with MIL-STD-129 (Latest Revision) "Marking for Shipment and Storage" and all commercially packaged items in accordance with ASTM-D-3951 (Latest Revision) "Standard Practice for Commercial Packaging.

YM3 D4: Preparation for Delivery (Commercially Packaged Items)

Preservation, packaging and packing shall be in accordance with ASTM Designation D-3951(Latest Revision), "Standard Practice for Commercial Packaging

YM3 D8: Prohibited Packing Materials

The use of asbestos or excelsior is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

YM3 E2: Inspection and Acceptance (Destination)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form: DD Form 1155, Standard Form 44, DD form 250, or the Wide Area Workflow (WAWF) Receipt and Acceptance Receiving Report. The executed payment copy shall be forwarded to the paying office within four (4) workdays thereafter.

YM3 F500: Consignment Instructions for Deliveries to the Portsmouth Naval Shipyard

Consign Parcel Post shipments to Portsmouth, NH 03801.
For access to the Portsmouth Naval Shipyard (PNS), contact PNS Security Pass Office at 207-438-2235/2614.

MARK SHIPPING DOCUMENTS: "Notify Receiving Officer, Portsmouth Naval Shipyard prior to arrival for delivery instructions. Telephone: 207-438-5521/5206".

NOTICE: CARRIER'S DRIVERS ENTERING PORTSMOUTH NAVAL SHIPYARD MUST BE UNITED STATES CITIZENS BY BIRTH OR MUST CARRY EVIDENCE OF NATURALIZATION.
Except by special arrangement, shipments will be received only between the hours of 7:00 AM and 2:30 PM local time, Monday through Friday (Federal Holidays excepted).

YM3 M8: Single Award for All Items

Due to the interrelationship of the items involved, the right is reserved to make a single award to the responsive offeror whose total proposal on all items is low.