SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1000234402

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE1C1-26-R-0110

6. SOLICITATION ISSUE DATE: 2026 JUN 17

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JUSTIN BARCOSKI DJB0435

b. TELEPHONE NUMBER (*No Collect calls*): Phone: 445-737-7494

8. OFFER DUE DATE/ LOCAL TIME: 2026 JUL 17 03:00 PM

9. ISSUED BY — CODE SPE1C1

DLA TROOP SUPPORT
C AND T SUPPLY CHAIN
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA

10. THIS ACQUISITION IS

- [x] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8 (A)

NAICS: 315250

SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [x] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REF._____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or Print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or Print)*

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SECTION A - SOLICITATION/CONTRACT FORM

Continuation of Blocks from SF 1449

1. Block 8

Offer Due Date/Local Time: **July 17, 2026**

Solicitation Number: **SPE1C1-26-R-0110**

Opening/Closing Date and Time: **June 17, 2026 / July 17, 2026 @ 3:00 PM, local (Philadelphia) time - Eastern Standard Time (Philadelphia time), or when applicable, Eastern Daylight Savings Time**

NOTE: IT IS A REQUIREMENT THAT ALL PROPOSALS, MODIFICATIONS, AND WITHDRAWALS BE PLAINLY MARKED ON THE OUTERMOST ENVELOPE WITH THE SOLICITATION NUMBER, CLOSING DATE AND TIME SET FOR THE RECEIPT OF PROPOSALS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN AN OFFEROR'S PROPOSAL NOT BEING PROCESSED PROPERLY AND ULTIMATELY REJECTED AS UNTIMELY IN ACCORDANCE WITH FEDERAL ACQUISITION REGULATIONS ("FAR") CLAUSE 52.212-1(f).

FOR THIS SOLICITATION:

TECHNICAL PROPOSAL DOCUMENT SUBMISSION:

Technical Proposal will be accepted via DIBBS only.

Technical Proposals (documents) WILL NOT be accepted via e-mail, mail or hand-carried (UPS, FedEx, DHL etc…) or hand-carried in-person delivery.

FOR THIS SOLICITATION ONLY:

DLA Internet Bid Board System (DIBBS): To submit an offer through DIBBS, search for the solicitation and then click the Red "Offer" button on the search results screen (Note: users must be logged in to DIBBS in order to submit the offer through DIBBS). For additional guidance, refer to **https://www.dibbs.bsm.dla.mil/refs/help/Solicitations/DIBBS-Upload-Offer-User-Help.pdf**.

Entire Technical Proposal documents must be returned.

a. This includes entire solicitation document (all pages) with appropriate clauses filled in; Place of Performance (all places of performance) including name and address of location filled out; Qualified Laboratory and Source Sampling Name and address filled out; and Identification of Sources for **All Components** for Clothing/Textile Items filled out.

b. Prices must be filled out for all items and all terms (Five (5) Tiers).

c. Vendor's record of Past Performance must be returned with complete information provided in accordance with subject solicitation.

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

A vendor's inability to submit an offer caused by failure of a vendor's hardware, software, any firewalls, unauthorized document transmittal, Internet Service Provider, or the World Wide Web itself, is not cause for extension of a solicitation or acceptance of the technical proposal at a date and time beyond the closing date and time.

A vendor's inability to submit an offer caused by failure of a vendor's commercial carrier or USPS mail service, is not cause for extension of a solicitation or acceptance of the PDM at a date and time beyond the closing date and time. Receipt of PDM is considered receipt in designated building location, on the military base, with signature.

NOTE: For this solicitation, DIBBS is the required method of submitting an offer.

Email submission for offers (technical proposal) will NOT be accepted for this solicitation.

PRODUCT DEMONSTRATION MODEL SUBMISSION:

Product Demonstration Models are required to be submitted through traceable means via the U.S. Postal Service or a Commercial Carrier (Example: FedEx, Airborne, UPS, DHL, Emery). **Due to COVID-19, in-person delivery of PDMs by offerors is not authorized. The Tracking Number of the PDM package shall be provided as part of the proposal submission.**

PDMs are to be delivered between 8:00 a.m. and 3:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Packages must be plainly marked ON THE OUTSIDE OF THE CARRIER'S PACKAGE with the solicitation number, date, as set forth for receipt of proposals as indicated in Block 8 of the Standard Form 1449 (Page 1 of Solicitation).

Ultimately, it is the offeror's responsibility to ensure that its PDMs are received at the correct location at the correct time. Failure to do so will result in the offeror's proposal being deemed untimely and not considered further for the award per FAR 52.215-1 Instruction to Offerors - Competitive Acquisitions.

NOTE: Defense Biometric Identification System (DBIDS) is used at this facility and DBIDS requirements shall be followed by all carriers attempting to deliver a proposal and/or package to this facility. Additional information can be obtained via https://dbids/dmdc.mil/.

NOTE: EFFECTIVE 01 OCTOBER 2021 ALL CARRIERS/INDIVIDUALS ATTEMPTING TO DELIVER ANY PACKAGES/PROPOSALS/ETC. TO DLA TROOP SUPPORT SHALL HAVE PRESENT CREDENTIALS THAT MEET REAL ID REQUIREMENTS IN ORDER TO GAIN ACCESS TO MAKE A DELIVERY. NO EXCEPTIONS SHALL BE MADE.

The time and date for receipt of Product Demonstration Models is 3:00 P.M. Eastern Standard Time, or when applicable, Eastern Daylight Savings Time on the return date. If a Product Demonstration Model is not submitted by date and time of the closing, your offer will be considered incomplete.

NOTE: In order for an offer to be considered timely, both Product Demonstration Models and Solicitation Package MUST be received by the date and time identified herein. Partial proposals (e.g., PDM only or Solicitation package only) will not be further evaluated and not eligible for award. Offerors are responsible to ensure timely delivery and/or submittal and timely receipt.

2. Block 9
Address and Submit **PDMs** to**:**
DLA Troop

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

Support ATTN:
Justin Barcoski
Building 3-A-4037
700 Robbins
Avenue
Philadelphia, PA 19111

Solicitation Number: **SPE1C1-26-R-0110**

Fill in the carrier and tracking number for the PDM(s) below:

CARRIER:_____

TRACKING NUMBER:_____

Make sure the commercial carrier and driver has DBIDS privileges to enter the Military Base.
Receipt of PDM is considered receipt in the designated building location, on the military base, with signature.

NOTE: Defense Biometric Identification System (DBIDS) is used at this facility and DBIDS requirements shall be followed by all carriers attempting to deliver a proposal and/or package to this facility. Additional information can be obtained via https://dbids/dmdc.mil/.
Examples of commercial carriers include Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

NOTE: In-person delivery by contractor-Not accepted.

NOTE: For this solicitation, DIBBS is the ONLY authorized method of submitting an offer.

3. Block 17a
› Offeror's assigned Unique Entity Identifier Number**:**_____
(If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors---Commercial Products and Commercial Services (paragraph j) for information on establishing a unique entity identifier.)
› Offeror's assigned Contractor and Government Entity (CAGE) Code:_____

4. Block 17b
Remittance Address**:** (if different from Contractor/Offeror address in block 17a of the SF 1449.)
_____
_____
_____

5. Blocks 19-22
Item No., Schedule of Supplies/Services, Quantity, Unit:

6. Are you registered in the System for Award Management (SAM.gov)? ( ) YES ( ) NO

CAUTION NOTICES:

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

The Berry Amendment is applicable for this solicitation.

Offerors are cautioned that all components must be of domestic origin in compliance with clause 252.225-7012, Preference for Certain Domestic Commodities (APR 2022), as contained in this solicitation.
****

Section 833 of the National Defense Authorization Act for Fiscal Year 2006 added language to 10 U.S.C. 2533a, requiring that all articles or items of "clothing," including the materials and components thereof, purchased by the Department of Defense be grown, reprocessed, reused, or produced in the United States, other than sensor, electronics or other items added to, and not normally associated with, clothing (and the materials and components thereof).

Very Important: The vendor must certify their agreement to these terms by signing the certification located in Section K of this solicitation.

Very Important: Solicitation SPE1C1-26-R-0110 will be issued as Unrestricted Full and Open Competition.

The Government intends to make an award for the purchase of the **HAT, SERVICE, DRILL INSTRUCTOR, OLIVE DRAB** under this solicitation. Orders will be issued in accordance with the terms and conditions of the contract and without notice to, or consideration of, any other contractor, or consideration of the terms and conditions of any other contract. The fair opportunity provisions of FAR 16.505(b) will not be applicable to orders under the resulting contract(s).

BEST VALUE TRADEOFF ACQUISITION WITH ADJECTIVAL RATING PDMS

For this solicitation, Past Performance and PDM will be reviewed. Subfactors of Past Performance are Recency, Relevancy and Quality. Included in the Quality sub-factor will be Quality and Delivery Performance. These sub-factors will be combined to arrive at an overall Performance Confidence Assessment. Technical merit and Past Performance are more important than price.

1. Best Value Source Selection Trade-Off Procedures Source Selection procedures will be utilized for this solicitation. “Best Value” evaluation will be employed using the following evaluation factors: Product Demonstration Model (PDM), Past Performance and Price. For award evaluation purposes technical merit is significantly more important in the award evaluation process than price. The Technical proposal will be evaluated to determine compliance with all characteristics listed for evaluation in the solicitation (Additional Source Selection Evaluation Procedures). Failure to furnish this information by the time specified in the solicitation may be cause for rejection of offers if not otherwise acceptable under the provisions for considering late offers.

2. All PDMs will be evaluated using adjectival ratings in accordance with the criteria outlined in the solicitation. **There will be no allowable re-submittals for PDM (Product Demonstration Model).** The Government intends to award to the firm who is the best value to the Government with regards to acceptable Past Performance, passing PDMs, and Price. Past Performance and passing PDMs when combined are more important than cost or price. As other evaluation factors become more equal, the evaluated price becomes more important. From among the firms with Passing PDMs, the Government will then select the responsible firm that complies with terms and conditions of the solicitation, and an award to that firm is considered in the best interest of the Government. If the firm fits these criteria, award will be made to them. If not, the Government will review each subsequent technically acceptable offer until one is identified that does meet the criteria, in which case award will be made to that firm.

NOTE: A rating of Unacceptable for PDM will result in the offer being removed from award consideration and the proposal will not be reviewed any further.
A rating of Marginal for PDM may result in the offer being removed from award consideration and the proposal will not be reviewed any further.

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

NOTE: The Government reserves the right to evaluate past performance up until award.

3. This solicitation will contain a Two-Phase Technical/Price Evaluation.
The Government anticipates that numerous offerors will submit proposals on this solicitation. In the event that eight or more proposals are received, the Government may use a two-phase evaluation process, which allows the Contracting Officer to conduct a preliminary evaluation of all offers, in order to determine which offers are the least likely to be candidates for further consideration. During this preliminary evaluation, all offerors Product Demonstration Models (PDMs) and proposed prices will be evaluated. Certain offerors may be excluded from further consideration at this point, if their PDM ratings and/ or offered prices are not competitive when compared with PDM ratings and prices proposed by other offerors. The remaining offers will then be evaluated for the remaining technical and past performance evaluation factors. After the completion of this review, the contracting officer will determine whether to establish a competitive range and enter into negotiations, or to award without discussions.

4. The Government reserves the right to conduct negotiations with a competitive range group of offerors from among firms with most highly rated offers. If negotiations are conducted, award will be made to the offeror (based on final proposal revision) that is the best value to the Government, has a passing PDM or better, and is determined responsible and compliant with the solicitation terms and conditions based on an “integral assessment of PDM, Past Performance and Price".

Solicitation SPE1C1-26-R-0110 will be issued as a Best Value, Trade Off and Source Selection Procedures will be utilized. Streamlined procedures at FAR 12.2 will be utilized. The Government intends to make ONE (1) award on this solicitation, based upon an integrated assessment of PDM, Past Performance, and Price resulting in the best value to the Government.

Solicitation SPE1C1-26-R-0110 will be issued as UNRESTRICTED, which will result in an Indefinite Delivery/Indefinite Quantity (IDIQ) firm fixed price contract. The resultant contract will have a five-(5) year ordering period. Within the five-(5) year ordering period, there will be five (5) 12-month price tier periods.
Failure to provide a unit price for each tier period in the table set forth below may be deemed as non-acceptance of the solicitation terms and conditions and may result in the rejection of the offeror's entire proposal.

****

PLEASE NOTE: In accordance with DFARS 208.602-70, as implemented by Section 872 of the National Defense Authorization Act for Fiscal Year 2008, a federal supply class which has significant market share of greater than 5% as determined by DoD in consultation with the Office of Federal Procurement Policy must be acquired using competitive procedures.

The HAT, SERVICE, DRILL INSTRUCTOR, OLIVE DRAB are classified under Federal Supply Classification (FSC) Code 8405. The Department of Defense (DoD) publishes an annual list of product categories for which the Federal Prison Industries' (FPI) share of the DoD market is greater than five percent, which is considered a significant market share and must be competed. FSC 8405 is currently identified on this list, FPI is considered to have a significant market share. In accordance with 8.602(a)(4), agencies **shall** include Federal Prison Industries, Inc. (FPI), in the solicitation process and consider a timely offer from FPI.

****
The proposed contract will be issued as Unrestricted, which will result in an Indefinite Delivery/Indefinite Quantity (IDIQ) firm fixed price contract(s) in accordance with FAR Part 15 and FAR Part 12.2.

The contract will contain a 60-month period, with five separate twelve month tiers. You are required to offer on the ALL FIVE TIERS. Failure to do so will result in the REJECTION OF YOUR ENTIRE PROPOSAL.
****
Technical and Past Performance proposals are required to be submitted since this is a BEST VALUE SOURCE SELECTION ACQUISITION. Failure to submit a technical and Past Performance proposal may result in rejection of your entire offer.

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

****

RFID is required at item, case and pallet for the ship-to destination Army 3PL Pendergrass Distribution Center (Pendergrass, GA.)

Inspection & Acceptance is at Origin.

The Government reserves the right to change Inspection and Acceptance to Destination should the Government determine a need, and it is in its best interest.

****Tariff size prices are all to be based on FOB Destination only****

Acceleration of delivery is not authorized unless permitted in writing by the Contracting Officer on a delivery order basis via a modification.

The unit prices are required to be based on FOB Destination. Inspection and Acceptance is at

Origin.

First Article submission is hereby waived.

The Government reserves the right to require pre-production samples. The Government reserves the right to require First lot samples should the Government determine a need.

The production lead-time for the first delivery order will be 120 days. The subsequent delivery orders will have a production lead-time of 90 days.

*Sampling: Pre-production samples shall be submitted for shade evaluation. DLA Troop Support reserves the right to perform testing on an as needed basis for shade and physical requirements.

NOTE: For Inspection and Acceptance at Origin: Once the contract has been awarded, the contractor will be required to contact the Contracting Officer in writing 10 days before the first lot is ready for presentation for inspection at the manufacturing facility.

Offerors are required to offer a unit price for the specified items for all five tiers. **Offers that do not contain offers on all tiers will not be considered.**

***By submitting prices for this solicitation, the offeror is indicating capacity to supply the maximum quantity for the item and the offeror is indicating the prices submitted can be sustained for the 60 months of the contract.**

****

NOTE: The delivery schedule, quantities, and sizes will be set forth in individual orders. The quantity at time of award will be determined by using the current demand.

****

The Government reserves the right to perform conversions under the resultant contract(s), should the Government determine a need. Any conversion will be via modification and issued under the Changes Clause.

****

ONE (1) PDM is required for the HAT, SERVICE, DRILL INSTRUCTOR, OLIVE DRAB . PDMs must be submitted for every intended place of performance, including all proposed subcontractors. PDMs will be evaluated for visual, manufacturing, and dimensional requirements. Evaluation of the PDMs will effectively indicate the contractor's ability to manufacture the items in accordance with the Government's quality standards. First Article provisions will not be included in this acquisition due to

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

the PDM requirement.

Please see text under title, Instructions for Submitting Product Demonstration Models (PDM) To DLA Troop Support in this solicitation. CAUTION: The PDMs may only be furnished with the offeror's proposal at the time and date of the initial closing of the solicitation. Subsequent submissions will not be permitted, even if deficiencies exist in the submitted PDMs. Therefore, the offeror must furnish its best effort with their proposal. Correction of the PDMs will not be accepted by the Government.

Failure to submit the required PDMs will result in rejection of your entire offer.

Evaluation of the PDMs will effectively indicate the contractor's comprehension of the item's technical requirements and their ability to manufacture the items in accordance with the Commercial Item Description.

Models will be tested or evaluated to determine compliance with all characteristics specified for such test or evaluation as referenced in FAR 15.3. Failure of models to conform to all such characteristics shall result in the rejection of the entire offer. Failure to furnish models by the time and date specified in the solicitation shall be cause for rejection of the entire offer if not otherwise acceptable under the provisions for considering late offers.

Please see Instructions for Submitting Product Demonstration Models in this solicitation.

CAUTION: The PDMs may only be furnished with the offeror's proposal at the time and date of the initial closing of the solicitation. If the Government elects to conduct negotiations, revised or replacement PDMs will not be accepted. Instead, any minor technical corrections identified during negotiations shall be documented in the final proposal revision and, if awarded, verified through a mandatory Pre-Production Sample (PPS).

DOCUMENTS/REFERNCES BELOW ARE INCORPORATED IN THIS SOLCITATION BY REFERENCE:

A. DLA Troop Support Clothing & Textiles Additional Quality Assurance Requirements, August 2021

B. Item-Level Passive RFID Technology Manufacturer's Information Guide, Revision 2, December 2011.

C. DLA Labeling and Packaging Requirements for Dress Clothing, September 2018

Contractors shall ensure that blocks 2 and 15 of the form DD1222 are updated to reflect the correct information. Historically, both blocks contained the information of the DCMA QAR and their stamp/signature. When contractor's representative samples, these blocks shall include the contractor's representative's information. Block 17 shall still include the DCMA QAR to receive the results of the report even though they may not be sampling the material to be tested.

Please be advised the DD1222 has recently been updated. Ensure you are using the latest version which can be found here:

https://www.esd.whs.mil/directives/forms/

Additional information regarding lab submission requirements, including the DLA Troop Support Additional Quality Assurance Requirements (AQAR), is available at the following link:

https://www.dla.mil/TroopSupport/ClothingandTextiles/CTIndustry/

Offerors are strongly encouraged to review the subject information to ensure they have the most up to date information and can meet all requirements should they receive an award. Failure to follow these requirements will result in lab submission rejections and delays in testing completion. Should this occur, the vendor will be marked delinquent with an inexcusable delay.

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

The Additional Documents - Clothing and Textiles (Dec 2008) DLA Troop Support are available as shown below:
DLA Troop Support
Directorate of Clothing and Textiles ATTN: DSCP-CBTC
700 Robbins Avenue
Philadelphia, PA 19111-5092
Telephone [215] 737-8439

NOTICE TO DLA SUPPLIERS: DLA Troop Support has developed a web-based system that allows manufacturers the ability to request specifications, patterns and drawings on our contracting page. To request technical data for this solicitation, use the following link to the DLA Troop Support C&T Technical Data Repository area at: http://www.dla.mil/TroopSupport/ClothingandTextiles/SpecRequest.aspx
Please ensure the following required fields are entered when submitting your request:

Spec/Cid Number: A-A-50526D
Spec/Cid Date: 16 August 2024
Pattern Date: N/A
Item Description: HAT, SERVICE, DRILL INSTRUCTOR, OLIVE DRAB
PGC: 00346
Solicitation Number: SPE1C1-26-R-0110

Upon submission of a technical data request, please notify the Contract Specialist, Justin Barcoski, via e-mail at Justin.Barcoski@dla.mil.

PLEASE ENSURE ALL CLAUSE FILL-INS ARE COMPLETE BEFORE SUBMITTING PROPOSAL.

The Government intends to award a single Indefinite Delivery, Indefinite Quantity (IDIQ) Type Contract from this solicitation with a 60-month period, with five (5) separate twelve (12) month price tiers. Delivery orders will be placed against the Basic Contract via separate Form DD 1155.

Offerors are required to submit offers on all five (5) price Tiers. Failure to offer on all Tiers will result in rejection of your entire proposal.

Offerors are reminded to complete all applicable representation and certifications appearing in FAR 52.212-3 section of this solicitation. In addition, all offerors must complete annual representations and certifications electronically via the Online Representations and Certifications Application (website at: http://www.sam.gov).

Offerors are cautioned to make their original offer their best offer, as the Government reserves the right to make an award based on the initial offers without further discussions or negotiations.

Offer must provide fill-in information throughout the solicitation. Please sign page one of this solicitation and return the entire completed solicitation as your offer.

NOTE: THE DEFENSE APPROPRIATIONS AND AUTHORIZATIONS ACTS AND OTHER STATUTES (INCLUDING WHAT IS COMMONLY REFERRED TO AS "THE BERRY AMENDMENT") IMPOSES RESTRICTIONS ON THE DOD'S ACQUISITION OF FOREIGN PRODUCTS. GENERALLY, CLOTHING AND

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

TEXTILE ITEMS (AS DEFINED IN DFARS 252.225-7012) MUST BE GROWN, REPROCESSED, REUSED, OR PRODUCED IN THE UNITED STATES UNLESS ONE OF THE DFARS 252.225-7002-2 EXCEPTIONS APPLIES.

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.

Name:_____
Title: _____
Email:_____
Phone:_____

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

The solicitation will result in one (1) Firm-Fixed price, Indefinite Delivery Indefinite Quantity (IDIQ) type contract for the HAT, SERVICE, DRILL INSTRUCTOR, OLIVE DRAB . The contract will be Unrestricted. The fair opportunity provision of FAR 16.505(b) will not be applicable to orders under the resulting contracts.

All F.O.B. Destination prices inclusive of the cost of material are to be entered below for each item. There is a term of 60-months, with five (5) separate twelve (12) month price Tiers included in the solicitation. You are required to offer on all Tiers. Failure to offer on all Tiers will result in rejection of your entire proposal.

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

ITEM	ITEM DESCRIPTION	NSN	AEQ	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TOTAL
0001	ARMY DRILL INSTRUCTOR HAT, OLIVE DRAB	8405-01-157-1143 (Series)	8,676						
								TOTAL	

	Guaranteed Minimum Quantity	Annual Estimated Quantity (AEQ)	Maximum Quantity
Tier 1		8,676	
Tier 2		8,676	
Tier 3	**3,480**	8,676	**60,732**
Tier 4		8,676	
Tier 5		8,676	
TOTAL		**43,380**	

TOTAL REQUIREMENTS
The Contract Guaranteed Minimum Quantity is 3,480
The Annual Estimated Quantity (AEQ) per tier is 8,676
The Contract Maximum Quantity is 60,732

Guaranteed Minimum is 3,480 for the life of the contract. Maximum Quantity is 60,732.

The estimated Guaranteed Minimum dollar value for this acquisition is calculated as follows: The lowest offered unit price multiplied by the Minimum contract quantity of total for the new acquisition of 3,480 units.

Annual Estimated Quantity (AEQ) refers to the Government's good faith estimate of the requirements for each item during a specified contract year.

Under the terms of this solicitation, the Government is only obligated to order the Minimum quantity. However, in order to provide maximum flexibility in meeting our customer demands, the Government reserves the right to place orders up to the maximum quantity, or annual order limitation quantity for each item per term, for the lifetime of the contract *(five (5) twelve (12) month Tiers).*

Delivery orders may require concurrent deliveries. The production lead time for the initial order is 120 days after the date of the initial order and all subsequent orders are 90 days. The Government intends to issue delivery orders that will allow for uninterrupted delivery between orders, when possible. However, failure to do so shall not be cause for any price adjustment under the FAR clause 52.212-4(c), Changes.

Inspection and Acceptance: at Origin for depot stock orders

FOB Destination. All prices are to be based on **F.O.B. DESTINATION** basis only.

Quality System Requirements, DLA Labeling and Packaging Requirements for Dress Clothing (September 2018) and changes as noted in Section A.

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Acceleration is authorized only with written permission of PCO.

Period for acceptance of offers: If this offer is accepted within **180** calendar days from the date for receipt of offers specified on Page 1 of subject solicitation, signee agrees to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point (s), within the time specified in the schedule.

The destinations for these items are:

DoDAAC: SC0150 **RIC**: VSTQ

Name and Delivery Address:

Army 3PL Pendergrass Distribution Center

596 Bonnie Valentine Way-Door
20-23

Pendergrass, GA 30567

SEE SOLICITATION ATTACHMENTS FOR NSN LIST

NOTES REGARDING SUBMISSION OF DELIVERY TERMS AND UNIT PRICES

Each Price Tier Period represents a 12-month period.

The Government is only bound to order the Contract Guaranteed Minimum Quantity of 3,480 each.

The AEQ refers to the Government's good faith estimate of the requirements during a specified contract price tier period. The AEQ does not obligate the Government to order a specific quantity. It is provided for information purposes only.

The **Maximum Contract Quantity** reflects the sum of 135% of the AEQ for each price tier period (a total of 5 tiers). The Government reserves the right to place orders up to the Maximum Contract Quantity, but not to exceed the order limitation of FAR clause 52.216-19, which is also stated below.

The Government is not obligated to order the **Contract Maximum Quantity**; however, the Government has the legal right to order up to this quantity prior to the final expiration of the resultant contract. The Government is only required to order the Contract Guaranteed Minimum Quantity listed above.

Production Lead Time (PLT): The initial PLT is 120 days, and all subsequent orders are 90 days. The Government intends to issue delivery orders that will allow for uninterrupted delivery between orders, when possible. However, failure to do so shall not be cause for any price adjustment under the “Changes” Clause.

Price Sustainability

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

As part of the United States Defense Industrial Base, offerors are strongly encouraged to develop pricing that adequately accounts for market risk and volatility, includes sufficient margins to withstand future unforeseen contingencies, and allows for long term viability. Offerors are advised to refrain from submitting any offers or bids with the anticipation that in the event costs increase that there may be a price adjustment and/or cancellation of the contract. Offers are reminded that the awardee is expected to, and will be contractually bound to, perform at the final pricing submitted for the duration of the contract performance period(s) established in this solicitation. The successful performance of your contract is critical to the continued support of our nation's warfighters.

Inspection and Acceptance are at ORIGIN
FOB: Destination

Quality Systems Requirements: DLA Troop Support Clothing and Textiles Additional Quality Assurance Requirements, dated October 2018 and updated April 2019, (formerly DSCP M 4155.3, Quality Systems Requirements (Nov 1997)), as well as Identification of Qualified Laboratory and Source Sampling are incorporated into subject solicitation.

The revised document incorporates major changes to the previous revision. Please read it in its entirety.

Copies of this document can be found on the web at:
(1) http://www.dla.mil/TroopSupport/ClothingandTextiles/CTIndustry/ (Under C&T Additional Quality Assurance Requirements)
(2) http://www.dla.mil/Portals/104/Documents/TroopSupport/QA%20Req.pdf?ver=2018-11-16-132731-770

NOTICE TO DLA SUPPLIERS
PASSIVE RADIO FREQUENCY IDENTIFICATION

(a) Definitions. As used in this provision --
"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:
(1) Sand.
(2) Gravel.
(3) Bulk liquids (water, chemicals, or petroleum products).
(4) Ready-mix concrete or similar construction materials.
(5) Coal or combustibles such as firewood.
(6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code™ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal®" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.
"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.
"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this provision, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that -

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to --

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to -

(B) The following location(s) deemed necessary by the requiring activity:

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Contract line, subline, or exhibit line number	Location Name	City	State	DoDAAC
Army Men's Drill Instructor Hat, Olive Drab	Army 3PL Pendergrass Distribution Center	Pendergrass	GA	SC0150 (VSTQ)

(2) The following are excluded from the requirements of paragraph (b)(1) of this provision:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall -

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this provision;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MILSTD- 129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards*. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at http://www.gs1.org/epc-rfid.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at http://www.acq.osd.mil/log/sci/ait.html. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(4) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice*. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at https://wawf.eb.mil/.

G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017)

Contractors shall include the Transportation Control Number (TCN) and carrier shipment tracking information when submitting the DD250/iRAPT Receiving Report in Wide Area Workflow (WAWF) in order to assist with material inspection and acceptance.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Procurement Technical Assistance Centers (PTACS) are available to deliver passive RFID assistance to DOD suppliers. See http://www.dla.mil/db/procurem.htm to identify your local PTAC and obtain information on upcoming workshops and other training/outreach services.

RFID HANGTAG:

An RFID inlay shall be added to the barcode paper hang tag attached to each item. Where the use of self-adhesive bar-code labels are authorized, the RFID inlay may be added to the self-adhesive label in lieu of a paper hang tag. All other contract barcode and hang tag requirements still apply.

The RFID inlay should be passive Gen2 with a frequency range between 860 and 960 MHz. The RFID antenna should be Avery/ Dennis AD222 or comparable with ISO/IEC 18000-C EPCglobal C1G2 Protocol and an EPC memory allocation containing a 96 bit EPC Number. The data linking the EPC number to the NSN and quantity unit pack must be exportable to VIM/ASAP. The bar code of the EPC Number must be printed at the bottom of the tag along with the human readable version below the bar code.

In addition to defects applicable to the paper tag and barcoding element, the RFID tag shall be examined for the defects listed below:

RFID Inlay omitted
RFID Inlay not secure

RFID Inlay not laying flat when packaged
RFID Inlay not readable with RFID scanner
RFID Inlay or configuration not as specified

ELECTRONIC INVOICING AND ADVANCED SHIPMENT NOTIFICATIONS (ASN)

The Directorate of Clothing and Textiles (C&T) *requires* electronic invoicing on all contracts unless another method is mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

Utilization of Wide Area Workflow - Receipts and Acceptance (WAWF-RA) in conjunction with DFARS 252.232-7003**,**

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS.

The Directorate of Clothing and Textiles utilizes DLA Virtual Item Manager ARN Supply-Chain Automated Processing (VIM-ASAP), to transmit data to WAWF-RA. *VIM-ASAP is the only authorized method to electronically process requests for payment to WAWF-RA* for the Directorate of Clothing and Textiles. VIM-ASAP will give you visibility of contract information, track production status and print labels.

VIM-ASAP pre-populates contract data on your invoices, such as unit price, contract numbers, item numbers, addresses, and many other

fields that will save you labor and time.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Advanced Shipment Notifications (ASNs) associated with PASSIVE RADIO FREQUENCY IDENTIFICATION are sent via VIM-ASAP to WAWF-RA processes. Please contact the VIM-ASAP help desk at 888-940-7348 to get started today!

STOP SHIPMENT DELAYS AND REJECTIONS!

Information Needed when Scheduling a Delivery at a 3PL:

· Carrier Name

· Number of Pallets

· Vendor Name

· Contract Number

· Delivery Order Number

· Shipment Number

Notes: (1) Only LVI and Travis require deliveries to be scheduled by appointment. For the other 3PLs, advance notice is recommended but not required.

(2) 3PL warehouses are closed on Federal Holidays.

If a carrier is unable to make a delivery appointment on time or needs to reschedule, the carrier should contact the "Schedule Deliveries" phone numbers below to inform the 3PL and make other arrangements.

DoDAAC: SC0150 **RIC**: VSTQ

Name and Delivery Address: Army 3PL Pendergrass Distribution Center

596 Bonnie Valentine Way-Door

20-23

Pendergrass, GA 30567

Recruit (Bag) Items

Receiving Hours: 6:00AM - 2:00PM
Schedule Deliveries: 512-647-4700

C&T POC: Amanda Lizotte, 512-647-4664

Do not let the following common invoicing errors delay your payments any longer:

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

☐ Missing or Erroneous Contract Number

☐ Missing Call/Delivery Order Number

☐ Missing or Erroneous Shipment Number

☐ Failure to Mark DD250 as an Original Invoice

☐ Failure to Distribute a Copy of the DD250 to the Contract Administration Office Terminal

☐ Contract Line Item Number (CLIN) is Omitted, Incorrect or Does Not Match that Appearing in the Contract

☐ Missing or Erroneous Unit of Issue

☐ Quantity and Price are Incorrect

☐ Wrong Pay Office on Invoice

Here are three things you can do to speed your invoice payments: Be sure your original invoice is properly completed and legible**.**

Submit your invoices electronically using the Web Invoicing System (WInS). It's fast, accurate, and costs you nothing! Learn more at the WInS Home Page, at: https://www.ecweb.dfas.mil/notes/, and start using WInS with your next invoice! Or

If you currently receive delivery orders electronically, you could benefit by using an 810- invoice transaction. Web Invoicing eliminates postage, snail mail, and much paperwork, and gets the invoice/voucher into the DFAS system usually within 24 hours. Web Invoicing is free to vendors doing business with the Government. You just enter the appropriate information and send your invoice to DFAS electronically. It provides help text and pull-down menus in many fields. For more specific questions, contact Janice Hockman (703) 607-5111**,** Kirsten Larco (703) 607-4920 or Debra Jones (703) 607-2082.

For questions about sending Electronic Data Interchange invoices (810-invoice transactions), contact Mr. Bud Wellens at (215) 737-2778.

For questions about paper invoice preparation, just call the DFAS Customer Service Resource Center at 1-800 756-4571**,** or Call DLA Troop Support DFAS liaisons listed below for assistance: Camille Conaway (215) 737-4406.

Check out these resources:

http://www.dfas.mil/money/vendor the *DFAS Contract Payment Booklet… an* excellent desk reference for contractor Accounts Receivable personnel, as well as the status of outstanding invoices. http://www.dfas.mil/ information regarding bill paying process and additional points of contact. http://www.dfas.mil/ecommerce/myInvoice/ gettingstarted.html myInvoice is an interactive web application developed specifically for contractors/vendors and government/military

employees to obtain invoice status. It is available 24/7.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

NOTE: Specification and Technical Data will be an attachment to the solicitation.

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

SECTION D - PACKAGING AND MARKING

E06 INSPECTION AND ACCEPTANCE AT SOURCE (JUN 2018)
Inspection and acceptance are at source. The place of acceptance is the location where the Government conducts the last inspection before shipment, unless the contractor indicated a different physical location for acceptance below.
The contractor shall indicate the location where supplies will be inspected, if different from the production location:

Commercial and Government Entity (CAGE) code:
Address:
Applicable to contract line item numbers(s) (CLIN(s)):
The contractor shall indicate the location where packaging will be inspected, if different from the production location:
[ ] Same as for supplies OR
CAGE code:
Address:
Applicable to CLIN(s):
The contractor shall indicate the location where supplies will be accepted, if different from the inspection location:
Commercial and Government Entity (CAGE) code:
Address:
Applicable to contract line item numbers(s) (CLIN(s)):

SECTION F - DELIVERIES OR PERFORMANCE

Delivery schedule, quantities, and sizes will be set forth in individual orders.

Production lead time under the first delivery order will be 120 days. All subsequent delivery orders will have a lead time of 90 days. All deliveries will be FOB DESTINATION.

Acceleration of Deliveries is permitted at no additional cost to the Government only if authorized by PCO.

SHIPPING INSTRUCTIONS

Shipping instructions shall be provided with individual delivery orders. Destinations include various Department of Defense using activities and may include Defense Logistics Agency (DLA) depot locations.

(End of Text)

COMMERCIAL SHIPPING DOCUMENTS

(a) Commercial shipping documents are authorized. Packing lists, invoices, and bills of lading must contain the complete shipping address and markings exactly as specified in the Schedule including the Transportation Control Number (TCN), National Stock Number (NSN), Contract Line Item Number (CLIN), Quantity and Unit of Issue, contract/order number, and Shipment Number with a request for the carrier to perpetuate the

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

complete information when delivery is to a port. One copy of the shipping document and one copy of the order, Department of Defense (DD) Form 1155, shall accompany or be included in each shipment.

(b) In addition, for all direct shipments to overseas and domestic consignees, including shipments to consolidation and containerization points, the documentation with complete mark for information is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. (This paragraph is not applicable to shipments to a Government Packing Facility).

POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS

(a) For Defense Contract Management Agency (DCMA) administered orders to include DCMA Americas, Canada: The Contractor shall contact the transportation officer at the administering DCMA location. To obtain the applicable Government shipping document/instructions, 7 days prior to shipment availability, the Contractor shall use the Shipping Instructions Request (SIR) web-based eTool application available through the DCMA's website http://www. DCMA.mil at http://www.dcma.mil/itcso/cbt/SIR/index.cfm.

(b) For DCMA International outside contiguous United States (OCONUS) administered orders (excluding DCMA Americas, Canada): The Contractor shall either use Department of Defense (DD) Form 1659 or the DCMA SIR eTool as directed by the DCMA International Transportation Office.

(1) An electronic version of the DD Form 1659 can be accessed at: http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd1659.pdf or may be obtained from the responsible DCMA International Contract Administration Office (CAO) Transportation Office.

(c) For Defense Logistics Agency (DLA) administered orders: The Contractor shall contact the DLA Distribution Supply Chain Transportation Office Helpdesk for shipping instructions at 1-800-456-5507 or via e-mail to delivery@dla.mil (preferred). The DLA Distribution's operating hours are Monday through Friday, 6:00 a.m. to 5:30 p.m. eastern standard time, excluding holidays. The DLA Vendor Shipment Module (VSM), previously known as the Distribution Planning and Management System (DPMS), available at https://vsm.distribution.dla.mil, may be used to obtain transportation instructions in lieu of contacting the transportation office.

(End of Text)

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999) FAR

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;

(ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;

(iii) Size of container: ” (Length), × ” (Width), × ” (Height) = Cubic Ft;

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded [ ] Yes [ ] No;

(vii) Number of containers per pallet/skid ;

(viii) Weight of empty pallet bottom/skid and sides Lbs;

(ix) Size of pallet/skid and contents Lbs Cube ;

(x) Number of containers or pallets/skids per railcar *

(A) Size of railcar

(B) Type of railcar

(xi) Number of containers or pallets/skids per trailer *

(A) Size of trailer Ft

(B) Type of trailer

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

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

As prescribed in 232.7004 (b), use the following clause:

(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 System (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 -

CONTINUED ON NEXT PAGE

SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

(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.)

Invoice (stand-alone) and Receiving Report (stand-alone) or Invoice and Receiving Report (combination)

(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	Guidance
Pay Official DoDAAC	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* 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.

See administer listed on page 1

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

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

IDENTIFICATION OF SOURCES FOR ALL COMPONENTS FOR CLOTHING/TEXTILE ITEMS

(a) The offeror shall indicate below the names and addresses of those suppliers from whom each component will be obtained for use in the performance of any resultant contract. In addition, for each component, the offeror shall also identify the name of the item's manufacturer and the address of the manufacturing location. Failure to furnish this information with the offer may result in rejection of the offer.

(b) No change in the supplier(s) or manufacturer(s) listed below shall be permitted between the opening/closing date of the offer and the award, except where time permits and then only upon receipt of the Contracting Officer's written approval.

(c) Any change in the supplier(s) or manufacturer(s) listed below, and in any resultant contract, is prohibited unless it is specifically approved in advance by the Contracting Officer.

Component and Quantity	Name and Address of Supplier	Address of Manufacturer

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (FEB 2025)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS (JUN 2020) FAR

52.203-3 GRATUITIES (APR 1984) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I (NOV 2021) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) FAR

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY

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SECTION I - CONTRACT CLAUSES (CONTINUED)

AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS

52.204-13 SYSTEM FOR AWARD MANAGEMENT -- MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) DFARS

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI)

Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data --Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171).

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (*https://*www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement*.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall --

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at *https://dibnet.dod.mil*.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at *https://dibnet.dod.mil*.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see *https://public.cyber.mil/eca/*.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/ proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD --

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph

(i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(m) *Subcontracts*. The Contractor shall --

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to --

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023) DFARS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION 2026-O0038) (FEB 2026) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS

52.210-1 MARKET RESEARCH (NOV 2021) FAR

52.211-5 MATERIAL REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.212-4 TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.216-2 ECONOMIC PRICE ADJUSTMENT - STANDARD SUPPLIES (NOV 2021) FAR

As prescribed in 16.203-4(a), insert the following clause:
(a) The Contractor warrants that the unit price stated in the Schedule for **Army Drill Instructor Hat** is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term established price means a price that (1) is an established catalog or market price for a commercial product sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor
(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.
(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.
(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the

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SECTION I - CONTRACT CLAUSES (CONTINUED)

meaning of the Default clause.
(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.
(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) above, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) above.

(End of clause)

52.216-4 ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL (NOV 2021) FAR

52.216-18 ORDERING (AUG 2020) FAR

As prescribed in 16.506(a), insert the following clause:
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF AWARD** through **DATE OF FINAL SHIPMENT**.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in 16.506(b), insert a clause substantially the same as follows:
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **3,480** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of **60,732 EACH** [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of **60,732** [insert dollar figure or quantity]; or
(3) A series of orders from the same ordering office within **5 BUSINESS** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 16.505(e), insert the following clause:
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after **120 days after the expiration of the 60-month ordering period** *[insert date]*.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEC 2019) DFARS

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION 2026-O0040, REVISION 1) (APR 2026) FAR

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023) DFARS

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (FEB 2024) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM, ALT II (FEB 2024) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

252.225-7013 DUTY-FREE ENTRY (OCT 2025) DFARS

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) DFARS

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) FAR

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) DFARS

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS

(a) Definitions. As used in this clause—

"Forced labor" means any work or service that is exacted from any person under the menace of any penalty for its nonperformance and that the worker does not offer to perform (10 U.S.C. 2496).

"XUAR" means the Xinjiang Uyghur Autonomous Region of the People's Republic of China (10 U.S.C. 2496).

(b) Prohibition. In accordance with 10 U.S.C. 4661, none of the funds appropriated or otherwise made available for DoD may be used to knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR.The Contractor shall make a good faith effort to determine that forced labor from XUAR will not be used in the performance of this contract (section 855, Pub. L. 117-263).

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial products, commercial services, and commercially available off-the-shelf items.

(End of clause)

252.225-7062 RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES (JUL 2023) DFARS

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) DFARS

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

Standard Element ZB_240_7998 has no Title

Standard Element ZB_240_7999 has no Title

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR

52.242-13 BANKRUPTCY (JUL 1995) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS

As prescribed in 243.205-71 , use the following clause:
(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)
(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -
(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
(d) The certification requirement in paragraph (b) of this clause does not apply to -
(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
(2) Final adjustment under an incentive provision of the contract.

(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0015) (FEB 2026) DFARS

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA --- BASIC (OCT 2024) DFARS

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.
(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
(i) This contract is a construction contract; or
(ii) The supplies being transported are --
(A) Other than commercial products; or
(B) Commercial products that --
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(6) Prime contract number; and
(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.
(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor --
(1) Shall notify the Contracting Officer of that fact; and
(2) Hereby agrees to comply with all the terms and conditions of this clause.
(i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(b), insert the following clause:
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).
(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.
(b) *Representation*. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.
(End of provision)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
ATTACH_UPC	00346 DI Hat UPC ss.png
ATTACH_Specifications	CID Spec A-A-50526D - Dated 16 Aug 2024.pdf
ATTACH_Tech_Data	Tech data PGC00346.pdf

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

Section 833 -- National Defense Authorization Act Certification

I, (name) _____ do hereby certify by signature below that all articles or items of "clothing", including the materials and components thereof, being offered for sale to the Department of Defense have been grown, reprocessed, reused, or produced in the United States, other than sensor, electronics or other items added to, and not normally associated with, clothing (and the materials and components thereof). (signature) _____.

52.207-4 ECONOMIC PURCHASE QUANTITY---SUPPLIES (AUG 1987) FAR

As prescribed in 7.203 , insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

CONTINUED ON NEXT PAGE

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.108-6(a), insert the following provision:
(a) *Definitions*. As used in this clause --
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned --
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation*. The Offeror represents that-
(1) It [] is, [] is not an inverted domestic corporation; and
(2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed at 9.104-7(b), insert the following provision:
(a) *Definitions*. As used in this provision --
Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means --
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in -
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.104-7(d), insert the following provision:
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Date)
(a) The Government will not enter into a contract with any corporation that --
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that -
(1) It is [_] is not [_] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is [_] is not [_] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(End of provision)

52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020) FAR

252.225-7000 BUY AMERICAN -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2024) DFARS

Basic. As prescribed in 225.601(1), use the following provision:
(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “critical component,” “critical item,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program --Basic clause of this solicitation.
(b) Evaluation. The Government --
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the Offeror certifies that --
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
	&ZF_225_7000_081&	

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).
Domestic end products containing a critical component or a critical item: Line Item Number _[List as necessary]
(End of provision)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION–REPRESENTATION (JUN 2023) DFARS

(a) Definitions. “Forced labor” and “XUAR”, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-O0006, REVISION 1) (MAR 2024) DFARS

Use the following provision in solicitations that include the clause at 252.225-7967:
(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.
(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --
(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --
(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:
(a) *Definitions.* As used in this provision- --
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means --
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" 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 (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --
(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA 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 (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023) DFARS

As prescribed in 204.7304(d), use the following provision:
(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, 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/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf*
(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).

CONTINUED ON NEXT PAGE

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

General Information

Proposals will be evaluated based on past performance, technical merit, and price in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Accordingly, a written Technical Proposal and a written Business Proposal shall be submitted as detailed below. In order to provide full consideration of your qualification for contract award, you are encouraged to ensure that the information furnished in support of your technical and business proposals is factual, accurate, and complete.

The Department of Defense (DoD) is committed to applying "Best Value" contracting as a means to rely on industry for timely delivery of quality products, while reducing the Government's administrative costs associated with contractor oversight. To this end, we are evaluating factors in addition to price under this solicitation. Since effective production and quality control practices translate into better quality products, fewer delinquencies, reduced administrative costs, and lower overall costs to the Government, we will be using your Technical Proposal to assess the efficiency of your production methods and the effectiveness of your quality control procedures. Moreover, those offerors who consistently demonstrate the ability to deliver on time while consistently providing a quality product will receive more favorable consideration than those who do not.

You may provide additional technical information you believe will enhance your proposal; however, overly elaborate presentations are not desired.

The Government reserves the right to verify the information provided in the Technical and Business Proposals. Offerors are required to submit a Technical Proposal consisting of 1) Product Demonstration Model(s) and 2) Past Performance - Performance Confidence Assessment as part of their offer, and proposals must be received before the time set forth for solicitation closing. The Technical Proposal will be evaluated to determine compliance with all characteristics listed for evaluation in the solicitation. Failure to furnish this information by the time specified in the solicitation may be cause for rejection of offers if not otherwise acceptable under the provisions for considering late offers.

Your Technical Proposal and Business Proposal must be submitted in writing, in accordance with the Submission Requirements below. The Technical Proposal must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

Volume	Volume Title	No. of Copies	Suggested Page Limit
I	Technical Proposal	1	NONE
II	Business Proposal	1*	NONE

*Offered prices annotated in the Schedule of Supplies/Services section constitute the offeror's Business Proposal. Offerors must return one completed and signed copy of the solicitation. Pricing must be offered for all items under all terms in order to be

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

eligible for award.

Volume I, Technical Proposal: The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation. Failure to provide information as requested in any of the technical evaluation factors/sub-factors identified in the submission requirements section below may be considered a "no response" and may result in a deficiency finding and warrant an "Unacceptable" rating for the applicable factor, sub-factor, element, or sub-element. Failure to provide the information requested may cause an offeror's proposal to be determined unacceptable and eliminated from further consideration for award. Offerors are advised to indicate, when appropriate, that they have no relevant past performance.
Offerors are required to prepare and submit a proposal aligned with the technical evaluation factors/sub-factors specified in the submission requirements section of this solicitation to facilitate Government review and evaluation. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

Volume II, Business Proposal: Offered prices annotated in the Schedule of Supplies/Services section constitute the offeror's Business Proposal. Offerors must return one completed and signed copy of the solicitation. Pricing must be offered for all items under all terms in order to be eligible for award. If this solicitation contains FAR 52.215-20, the offeror is required to furnish cost or pricing data or information other than cost or pricing data in the format specified in the clause or its Alternates. A full cost and pricing proposal is not required. However, in accordance with FAR 15.403-3(a), the offeror may be required to submit additional cost and pricing data during discussions. Therefore, offerors are cautioned to retain cost/price proposal worksheets, vendor quotations, and related support information that at a minimum, furnishes appropriate data on the prices at which the same item or similar items have previously been sold. The Government may require the submission of multiple Business Proposal revisions during discussions.

Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to business/pricing data. All cost/price data/information, if required, must be in Volume II. Conversely, the Business Proposal shall not address information requested under an element listed as a technical factor/sub-factor. All cost/price data/information shall only be contained in Volume II. Each volume shall be compiled separately and labeled accordingly to facilitate evaluation.

Proposals will be evaluated in accordance with the factors listed below. The rating methodology for the Technical Proposal will be adjectival. PDMs will be rated as Outstanding, Good, Acceptable, Marginal, and Unacceptable. Past Performance will be evaluated to establish a Performance Confidence Assessment of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Neutral Confidence. Within these ratings, Recency, Relevancy, and Quality/Delivery Performance will be assessed as Recent, Not Recent, and Neutral; Very Relevant, Relevant, Somewhat Relevant, Not Relevant, and Neutral; and Outstanding, Good, Acceptable, Marginal, Unacceptable, and Neutral, respectively. The Business Proposal will be evaluated to determine the overall evaluated offer price. The pricing of any potential awardee must be determined fair and reasonable for all pricing under all terms prior to any award.

Submission Requirements for Volume I, Technical Proposal

(1) Product Demonstration Model(s) (First Evaluation Factor)

A. The offeror shall submit Product Demonstration Models (PDM), as specified below, as part of its proposal. Models will be submitted at no expense to the Government and must be received prior to the time and date set forth for closing of offers. PDMs will be returned at the offeror's request and expense so long as the PDM(s) is(are) not destroyed by testing, retained by the Government as a manufacturing standard, and/or unless otherwise specified by the solicitation. PDMs will become Government property unless return is requested within 30 days after date of award. **ONE (1) each PDM must be submitted for every intended place of performance, including all proposed subcontractors. Failure to submit the required PDM**

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

(s) will result in your offer being rejected from consideration for award.

Item: HAT, SERVICE, DRILL INSTRUCTOR HAT, OLIVE DRAB
No. of Units Required: 1 (one)
Size: $6^{1/2}$ (NSN: 8405011571143)

B. The PDMs will be evaluated for conformance to each item's specification characteristics, including visual, manufacturing, and dimensional requirements. Models will be tested or evaluated to determine compliance with all characteristics specified for such test or evaluation as referenced in Federal Acquisition Regulation (FAR) Subpart 15.3. Failure of models to conform to all such characteristics may result in the rejection of the entire offer. Failure to furnish models and required test reports by the time and date specified in the solicitation may be cause for rejection of the entire offer if not otherwise acceptable under the provisions for considering late offers.

C. The following applies **only** when checked as paragraph (c):

[ ] If the PDM will be used as a manufacturing standard, for the successful offeror(s), the Government will return one approved Product Demonstration Model (PDM) which will serve as a manufacturing standard. Products delivered under any resulting contract shall conform to the approved model as to the characteristics listed for test or evaluation and shall conform to the specification/commercial product description characteristics.

[X] It is preferred that the materials used to manufacture the PDM(s) be in accordance with any specifications defined in Section C of this solicitation. **However, if the offeror uses alternate materials to manufacture the PDM(s) a letter must be supplied with them stating (i) which materials depart from the end item specification and (ii) that, although the materials used in producing the PDM(s) differ from those specified, the materials required by the specification will be utilized under any resultant contract.**

Note: The use of alternate materials will not affect the rating of the PDM, either favorably or negatively when the use of the alternate materials is identified in accordance with the requirements of this section. However, the Government reserves the right to give a negative rating to PDM(s) that is(are) made with materials that depart from the end item specification and the use of those alternate materials was not identified in accordance with the requirements of this section. Accordingly, to preclude a negative assessment of a PDM that is comprised of materials that are not in accordance with the specification(s), it is in the offeror's best interest to identify any and all alternate materials that have been used.
Although the offeror is permitted to use alternate materials to construct the PDM(s), the offeror is not permitted to utilize alternate manufacturing operations or change the construction/design of the PDM. The PDM must be manufactured (i) at the same facility as the production quantity and (ii) must be in accordance with applicable specifications, including the placement of the labels, unless otherwise identified. The labels need not be printed for the purpose of the PDM(s); however, the end item size must be indicated.

NOTE: 1 (one) PDM is required for each proposed place of performance for the item. If you intend to subcontract a portion of the requirement, PDMs must be submitted from the proposed subcontractors place of performance. The offeror shall produce both the PDM(s) and the production quantity at the same facility and certify to this effect by submission of the PDM(s).

NOTE: PDM(s) may only be furnished with the offeror's proposal at the time and date of the initial closing of the solicitation. Subsequent submissions will not be permitted, even if deficiencies exist in the PDM(s) submitted; therefore, the offeror must furnish its best effort at this time. Corrections of the PDM will not be accepted by the government.

2. PAST PERFORMANCE CONFIDENCE ASSESSMENT (2nd Evaluation Factor)

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

There are three subfactors to the past performance confidence assessment evaluation: Recency, Relevancy (including context of data) and Quality/Delivery Performance (including general trends in contractor performance and source of information) as listed below. The Government will consider these past performance subfactors for the primary offering entity's CAGE, as well as for the CAGE(s) of any additional proposed places of performance.

Past Performance/Performance Confidence Assessment Sub-factors:

a. Recency
b. Relevancy
c. Qualy/Delivery Performance Elements:
    i. Quality of Supply/Products
    ii. Delivery Performance

An overall rating will be assigned for the Past Performance Confidence Assessment based on the combined evaluation of all three sub-factors. The Quality/Delivery Performance Past Performance sub-factor is more important than the Recency and Relevancy Past Performance subfactors. The elements under Quality/Delivery Performance are of equal importance.

The quality and delivery classifications identified for a supplier in the DoD Supplier Risk Performance System (SPRS), formally known as The Past Performance Information Retrieval System (PPIRS), will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references and other provisions of the solicitation under the past performance evaluation factor. Specifically, the contracting officer will use offerors' (including any additional places of performance) weighted delivery score(s) for Federal Supply Class (FSC) 8405, which is the FSC for the **HAT, SERVICE, DRILL INSTRUCTOR**. SPRS is the Department of Defense's single, authorized application to retrieve suppliers' performance information. SPRS is a web-enabled enterprise application that gathers, processes, and displays data about the performance of suppliers. SPRS compiles supplier's past performance data in the areas of product delivery and quality to determine risks and creates a Supplier Risk Score used by procurement specialists. DLA is one of many agencies using the DoD SPRS. It is imperative that vendors validate their performance data in SPRS. Vendors must register at the website https://www.sprs.csd.disa.mil/ for access to view their past performance scores and negative delivery and quality records affecting the scores. The SPRS User's Manual provides information concerning vendor scoring, negative & positive performance data utilized to calculate vendor scores, and the process in which to challenge discrepant performance data. The SPRS site has a number of user manuals found at https://www. sprs.csd.disa.mil/reference.htm. DLA is just a member of SPRS, not the owner of the system, so if you have any access issues please contact the SPRS Customer Support Desk: Phone: 207-438-1690 or email: webptsmh@navy.mil

The Government may also evaluate information obtained from other Government sources, including but not limited to customer surveys and Contract Performance Assessment Reporting System (CPARS). The Government reserves the right to consider more recent past performance (beyond the date of solicitation closing until the time of award).

Descriptions and adjectival ratings of the three Past Performance subfactors are as follows:
A. Recency: Recency is generally expressed as a time period during which past performance references are considered recent and is critical to establishing the relevancy of past performance information. For this acquisition, the recency period is three years immediately preceding the closing date of the solicitation and up to the time of award. Recency will be assigned an adjectival rating of “Recent”, “Not Recent”, or “Neutral”.

The offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity within three years preceding the solicitation closing date. For each contract, the offeror shall provide:

1. Name of Customer.
2. The contract/order number.
3. Date of the contract/order.
4. The commercial or Government entity point of contact (name, address and telephone number).

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

If available, an offeror's (including any additional places of performance) weighted delivery score(s) for FSC 8405 in SPRS will also be used to evaluate Recency.

B. Relevancy: Determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through source selection. Common aspects of Relevancy may include, but are not limited to, the following:

similarity of product/service/support, complexity, dollar value, or contract type. Relevancy will be assigned an adjectival rating of “Very Relevant”, “Relevant”, “Somewhat Relevant”, “Neutral”, or “Not Relevant.”

For each contract identified in response to paragraph (a) above, the offeror shall provide:

1. Average dollar amount of the contract per annum.
2. Total contract/order quantity.
3. Quantity shipped per month.
4. Period of performance.
5. Brief description of the item(s), including the National Stock Number (NSN) and specification number, if applicable.
6. Brief explanation of how the items are similar in construction/complexity to the items being solicited, if applicable. If you have not made items of the same or similar construction, explain how you will accomplish this should you be the successful offeror.
7. Were there any extraordinary actions to satisfy customer needs (be specific)?

If available, an offeror's (including any additional places of performance) weighted delivery score(s) for FSC 8405 in SPRS will also be used to evaluate Relevancy.

C. Quality/Delivery Performance: Used to establish the offeror's overall quality of past performance by gathering information on how well an offeror performed on past contracts, to include quality of products and on-time deliveries. Quality will be assigned an adjectival rating of “Outstanding”, “Good”, “Acceptable”, “Marginal”, “Unacceptable”, or “Neutral.” The two elements of Quality/Delivery Performance are as follows:

(1) Quality of Supplies/Products
For each contract identified in response to paragraph (a) above, the offeror shall describe the quality of items delivered. For substandard quality, the offeror shall specifically address any warranty actions taken; quality deficiency reports issued, or returned merchandise (including one-for-one exchanges). The description of the problem shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not it was the offeror's fault or subject to mitigating circumstances.

(2) Delivery Performance
For each contract identified in response to paragraph (a) above the offeror shall specifically indicate whether the items were delivered on time, ahead of, or behind schedule. If the items were not delivered on time, the offeror shall also provide the number of days delivered ahead of or behind schedule, whether revised delivery schedules were granted and an explanation for any delivery extensions. For a delinquent delivery, the description shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not the problem was the offeror's fault, otherwise excusable or subject to mitigating circumstances.

If available, an offeror's (including any additional places of performance) weighted delivery score(s) for FSC 8405 in SPRS will also be used to rate Quality/Delivery performance.

NOTE: The Quality/Delivery Performance subfactor is more important than the Recency and Relevancy subfactors.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012) DFARS

252.215-7008 ONLY ONE OFFER (DEC 2022) DFARS

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 16.105 , complete and insert the following provision:
The Government contemplates award of a contract resulting from this solicitation.

(End of provision)

52.216-1 TYPE OF CONTRACT, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

L06 AGENCY PROTESTS (DEC 2016)

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION FACTORS FOR AWARD

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-00038)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Techinical: Product Demonstration Model

II. Past Performance

III. Price

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Technical and Past Performance, when combined, are significantly more important than price.

NON-COST/PRICE EVALUATION CRITERIA

(1) Product Demonstration Models (PDMs) (1st Evaluation Factor)

The first non-cost or non-price evaluation factor of PDM(s) is the most important technical factor as it clearly shows an offeror's capability and understanding of the specification. PDMs will be reviewed for the following subfactors:

-Conformance to manufacturing requirement of the specification
-Conformance to visual requirements of the specification
-Conformance to dimensional requirements of the specification

These subfactors are of equal importance. An Unacceptable rating on any element for any PDM submission will result in a failing rating for the Subfactor and an overall Unacceptable rating for the PDM submission. A rating of Unacceptable for PDMs will result in the offer being removed from award consideration and the proposal will not be reviewed any further. A rating of Marginal for PDMs may result in the offer being removed from award consideration and the proposal will not be reviewed any further. A PDM is required from each place of performance/manufacture on the subject offer. The offeror shall produce the PDM(s) and the production quantity at the same facility(s) and certify to this effect by submission of the PDM(s). The offeror shall list the place of manufacture under the Place of Performance Clause within the solicitation. The following adjectival comparison will be utilized to evaluate the PDMs, and the technical evaluation factor:

OUTSTANDING

PDM indicates an exceptional understanding of the requirements and/or risk of unsuccessful performance is low and/ or PDM contains no weaknesses.

GOOD

PDM indicates a thorough understanding of the requirements and/or risk of unsuccessful performance is low to moderate and/or PDM contains a weakness or weaknesses that are not significant or are very easily correctable during production.

ACCEPTABLE

PDM indicates an adequate understanding of the requirements and/or risk of unsuccessful performance is no worse than moderate and/or the PDM contains a weakness or weaknesses that require preventative corrective action in production.

MARGINAL

PDM does not indicate an adequate understanding of the requirements and/or risk of unsuccessful performance is high and/or the PDM contains a significant weakness or weaknesses that require substantial corrective action in production and indicates a low probability of producing an acceptable item.

UNACCEPTABLE

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

PDM does not meet requirements of the solicitation and, thus, contains one or more deficiencies and/or significant weaknesses determined by the evaluation team to render the PDM completely unacceptable for its intended function. Risk of unsuccessful performance is unacceptably high. Proposal is unawardable. The PDM cannot become acceptable without extensive corrective action or a remedy that would be tantamount to a new PDM.

NOTE: In accordance with FAR 15.001, the terms “deficiency” and “weakness” are defined as follows:

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

(2) PAST PERFORMANCE CONFIDENCE ASSESSMENT (2nd Evaluation Factor)

The second non-cost or non-price evaluation technical factor, Past Performance Confidence Assessment, is the next important factor, as it considers the likelihood of successful performance under this requirement. There are three subfactors to the Past Performance Confidence Assessment: Recency, Relevancy (including context of data) and Quality (including general trends in contractor performance and source of information). The Government will consider these past performance subfactors for the primary offering entity's CAGE, as well as for the CAGE(s) of any additional proposed places of performance. The Past Performance Confidence Assessment Quality/Delivery subfactor is more important than the Recency and Relevancy subfactors. The elements under Quality/Delivery Performance are of equal importance. These subfactors will be combined to form a Past Performance Confidence Assessment Rating. The Past Performance Confidence Assessment is the most important Non-Cost/Price Evaluation Factor. The subfactors and their respective adjectival ratings are as follows:

Recency: Recent, Not Recent, or Neutral Relevancy: Very Relevant, Relevant, Somewhat Relevant, Not Relevant, or Neutral Quality/Delivery Performance: Outstanding, Good, Acceptable, Marginal, Unacceptable, or Neutral

A. Recency: The Government will utilize the following rating scale to evaluate Recency of submitted past performance information:

RECENT

Offerors' past performance during the three years prior to the closing date, as well as its recent performance up until the time of award, will be considered as Recent.

NOT RECENT

Any performance greater than three years prior to the closing date will be considered as Not Recent. Contracts/ subcontracts determined to be Not Recent will be excluded from further evaluation.

NEUTRAL

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

No recent performance record is available or the offeror's performance record is so sparse that no meaningful rating can be reasonably assigned.

NOTE: SPRS contract data dates back three years. Therefore, the availability of a weighted delivery score for FSC 8405 in SPRS for the primary offering CAGE and/or any additional place(s) of performance will also be used to evaluate Recency.

B. Relevancy: The Government will utilize the following adjectival ratings to evaluate Past Performance Relevancy:

VERY RELEVANT
Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

RELEVANT
Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

SOMEWHAT RELEVANT
Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

NOT RELEVANT
Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. Contracts/subcontracts determined to be Not Relevant will be excluded from further evaluation.

NEUTRAL
No relevant performance record is available or the offeror's performance record is so sparse that no meaningful rating can be reasonably assigned.

NOTE: FSC 8405 is for Outerwear. Therefore, the availability of a weighted delivery score for FSC 8405 in SPRS for the primary offering CAGE and/or any additional place(s) of performance may also be used to evaluate Relevancy.

C. Quality/Delivery Performance: The Government will utilize the following adjectival ratings to evaluate Quality/Delivery Performance:

OUTSTANDING
The offeror's past performance record indicates the offeror consistently meets or exceeds most contract requirements. Past contractual performance has been accomplished with few minor problems for which corrective actions taken by the offeror have been highly effective.

GOOD
The offeror's past performance record indicates the offeror consistently meets or exceeds some contract requirements. Past contractual performance has been accomplished with some minor problems for which corrective actions taken by the offeror have been effective.

ACCEPTABLE
The offeror's past performance record indicates the offeror met contract requirements. Offeror's record of past performance contains reports of some minor problems for which corrective actions taken by the offeror appear to have been or were acceptable.

MARGINAL

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

The offeror's past performance record indicates the offeror has not met some contract requirements. Offeror's record of past performance contains reports of serious problems for which the offeror did not identify corrective actions or proposed corrective actions that were only marginally effective or were not fully implemented. **A rating of Marginal for Quality/ Delivery Performance will result in an overall Past Performance Confidence Assessment rating of Limited Confidence.**

UNACCEPTABLE
The offeror's past performance record indicates the offeror has not met most contractual requirements, recovery was not accomplished in a timely manner, and proposed corrective actions appear or were ineffective. **A rating of Unacceptable for Quality/Delivery Performance will result in an overall Past Performance Confidence Assessment rating of No Confidence.**

NEUTRAL
No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful rating can be reasonably assigned.

NOTE: If an offeror has a weighted delivery score for FSC 8405 in SPRS at the solicitation close date, the numbered score will be used to support the determination of Quality/Delivery Performance rating based on the scale below. If an offeror is proposing additional places of performance and all have a weighted delivery score for FSC 8405 in SPRS at the solicitation close date, the average weighted delivery score for FSC 8405 in SPRS of all CAGEs will be used to support the determination of Quality/ Delivery Performance rating based on the scale below. Note that this SPRS rating will be considered along with any other information received/collected which is evaluated based on the above definitions. If no additional information is received/ collected outside of an offeror's rating in SPRS, then the SPRS score will carry. The Government may pull the SPRS reports after the solicitation closing date and up until the time of award.

94 - 100 = Outstanding

86 - 93 = Good

78 - 85 = Acceptable

70 - 77 = Marginal

69 & below = Unacceptable

No score = Neutral

D. NOTE FOR ALL SUBFACTORS: Evaluation of Past Performance will also be based on results from information provided in accordance with the Government's independent contact with an offeror's prior customers and any other relevant past experience. If the Government's information conflicts with assertions made in the offeror's proposal, the offeror may be asked to clarify this information if negotiations are opened. Proposal information provided for one sub-factor may be used to assess other sub-factors if the Government deems it appropriate.

The Government may contact previous customers based on information provided by the offeror. Information received from previous customers will be used as part of this evaluation process. Evaluation will not necessarily be based only on this information, but also on the Government's independent contact with offerors' prior customers and any other relevant past experience.

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Offerors are advised that the Government may use information gained from any source known to the Government to evaluate past performance, provided such information is recent (as defined in the solicitation). If any past performance information provided by the offeror is utilized in evaluating the offeror's proposal, a past performance questionnaire will be utilized to contact references and rate proposals.

Once Past Performance Recency, Past Performance Relevancy, and Quality/Delivery Performance of products are considered as described above, a final past performance confidence assessment rating will be assigned. The Government will consider the offeror's past performance under U.S. Government contracts or other contracts in the last three years. The government reserves the right to consider more recent past performance (beyond the date of solicitation closing until the time of award). In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance and will receive a neutral rating.

E. Past Performance Confidence Assessment The following ratings will be utilized to arrive at the overall rating for Past Performance. The rating is arrived at by combining the Past Performance Recency, the Past Performance Relevancy and the Quality/Delivery Performance sub-factors. This overall rating is known as the Past Performance Confidence Assessment. The Government will utilize the following adjectival ratings to evaluate the Past Performance Confidence Assessment:

SUBSTANTIAL CONFIDENCE
Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

SATISFACTORY CONFIDENCE
Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

NEUTRAL CONFIDENCE
No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorable or unfavorable on the factor of past performance.

LIMITED CONFIDENCE
Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort. **A rating of Limited Confidence may result in the offer being removed from award consideration and the proposal will not be reviewed any further.**

NO CONFIDENCE
Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort. **A rating of No Confidence will result in the offer being removed from award consideration and the proposal will not be reviewed any further.**

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)).

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Therefore, the offeror shall be determined to have unknown (or "neutral") past performance.

PRICE EVALUATION CRITERIA

After the final technical evaluations are completed, the offeror's total price for all items will be evaluated. The offeror's total evaluated price will be calculated by multiplying each tier term's proposed unit price for each item by that term's corresponding Annual Estimated Quantity, totaling each tier's total dollar value price for all items to arrive at the total evaluated price for all items. All non-price evaluation factors, when combined, are significantly more important than price; therefore, as the non-price evaluation ratings become more equal, the cost/price fair and reasonableness determination will become more important.

Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate cost or pricing data or limited pricing information, if requested, with initial proposals or during discussions, in accordance with FAR Subpart 15.4.

NOTE: This evaluation does not necessarily determine the pricing to be fair and reasonable. Pricing for each item will need to be determined fair and reasonable. Additionally, pricing significantly unbalanced between any of the performance periods may result in a determination that the pricing cannot be determined fair and reasonable. Failure to determine the pricing fair and reasonable may result in the removal of the offeror from award consideration.

NOTE: This solicitation is for five (5) twelve-month tiers.

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)