SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING

2. CONTRACT No.	3. SOLICITATION No.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE No.
	SPE1C1-26-R-0090	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	2026 MAY 15	1000230369

7. ISSUED BY CODE SPE1C1

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

8. ADDRESS OFFER TO

See Continuation Sheet

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Not Applicable until 3:00PM (Hour) local time 2026-Jun-15 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME	B. PHONE/FAX (NO COLLECT CALLS)	C. EMAIL ADDRESS
	Tiffany Taylor DTT0019	Phone: 445-737-0913 FAX:	Tiffany.Taylor@dla.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	24
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	14			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	15	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	87
X	F	DELIVERIES OR PERFORMANCE	18				
X	G	CONTRACT ADMINISTRATION DATA	21	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	93
X	H	SPECIAL CONTRACT REQUIREMENTS	23	X	M	EVALUATION FACTORS FOR AWARD	100

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 *calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, 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.

13. DISCOUNT FOR PROMPT PAYMENT ▶ *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (*The offeror acknowledges receipt of amendments to the* SOLICITATION *for offerors and related documents numbered and dated*):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE ____ FACILITY ____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ (4 *copies unless otherwise specified*) ITEM

24. ADMINISTERED BY *(If other than item 7)* CODE ____

25. PAYMENT WILL BE MADE BY CODE ____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A - SOLICITATION/CONTRACT FORM

Standard Form 33 continued:

Block 8: Offers must be submitted electronically through the 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 submit the offer through DIBBS). For additional guidance, refer to https://www.dibbs.bsm.dla.mil/notices/msgdspl.aspx?msgid=1013

Proposals and Product Demonstration Models (PDMs) shall be submitted by the time and date listed on page one (1) of this document. PDMs shall be sent to:

DLA Troop Support
Attn: Tiffany Taylor
700 Robbins Avenue Bldg 3-A-4422
Philadelphia, PA 19111

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). **In-person delivery of PDMs by offerors is not authorized. The tracking number shall be provided as part of the DIBBS electronic upload 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, and time set forth for receipt of offers as indicated in block 9 of standard form 33. 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 may 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 (DEVIATION 2026-O0038) (FEB 2026).

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://www.dbids/dmdc.mil

NOTE: Effective October 1, 2021, all carriers/individuals attempting to deliver any packages/proposals/etc. to DLA Troop Support shall have to present credentials that meet Real ID requirements in order to gain access to make a delivery. No exceptions will be made. 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.

The time and date for receipt of the PDMs is 3:00 P.M. EST, or when applicable, EDT on the return date. If a PDM is not submitted by the date and time of the closing of the solicitation, the offer will be considered incomplete. The receipt time for PDMs is the time stamp when the delivery is made and signed for.

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

NOTE: An offeror's proposal is considered complete and submitted timely when BOTH the DIBBS submission and the PDM samples are received by the Government by the date and time of the solicitation's closing. Incomplete proposals lacking PDM samples or DIBBS submittal will be considered non-responsive and rejected from further consideration. Offerors are responsible for ensuring timely delivery and/or submittal.

Block 15A: Offeror's assigned SAM.gov Unique ID _____
Offeror's assigned Contractor and Government Entity (CAGE) Code:_____

Block 15C: Remittance Address (If different from Contractor/Offeror address in block 15A)
_____
_____
_____

Block 17: Offers must be signed by an official authorized to bind the organization. Digital (PKI) or scanned handwritten signatures are required. Typed signatures are not acceptable.

Authorized Negotiators: The offeror represents that the following persons are authorized to negotiate on their 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.
_____
_____
_____
_____
_____

NOTE: All questions regarding this solicitation can be directed to the Contracting Officer, Kimberly Brown at Kimberly.Brown@dla.mil and the Acquisition Specialist, Tiffany Taylor, at Tiffany.Taylor@dla.mil. All questions are due by 3:00 PM EST 15 days from issuance of this solicitation. Questions received by this time will be addressed by the Government. Questions received after this time will still be reviewed; however, an extension to the closing date of the solicitation may not be granted. It is your responsibility to ensure you have read this document and its attachments in their entirety and forward any questions/concerns in a timely manner so that the solicitation can promptly close on the listed date.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

This solicitation is for a firm, fixed-price, indefinite delivery/indefinite quantity contract with an 18-month ordering period. This procurement will be **100% Total Small Business** set-aside. The solicitation will follow BEST VALUE, TRADEOFF Source Selection Evaluation Procedures. As such, the Government intends to make **one (1) award** to the vendor that demonstrates the greatest probability of success and that will perform in a manner which will

CONTINUED ON NEXT PAGE

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

best meet the Government's stated requirements. See Sections L&M for technical evaluation factors and criteria.

Item: GEN III, LAYER 5, SOFT SHELL COLD WEATHER JACKET
PGC: 04057
NSN: 8415-01-641-1633
SPEC: GL-PD-06-05B dated 9 March 2015
PATTERN DATE: 7 May 2010
FOB: Destination
Inspection & Acceptance: Origin
Production Lead Time (PLT): 150 days initial order; 120 days subsequent orders

CONTRACT MIN QUANTITY	CONTRACT ESTIMATED QUANTITY	CONTRACT MAX QUANTITY	OFFERED UNIT PRICE
32,784 EA	131,136 EA	163,920	

Note: As part of the United States Defense Industrial Base, offerors are strongly encouraged to offer sustainable pricing that adequately covers all costs, accounts for market risk and volatility and allows for long term viability and capital investment. Offers are advised that the awardee will be contractually bound to perform at the final pricing submitted for the duration of the contract performance period(s) established in this solicitation. Successful contract performance at sustainable pricing is critical to the health of the domestic industrial base and will better ensure current and long-term support to the Warfighter.

GUARANTEED MINIMUM DOLLAR VALUE (GM): The total GM dollar value is $3,750,000.00. The Government may fulfill the GM by issuing a single delivery order or any number of delivery orders

The total evaluated dollar value of this procurement will be derived by multiplying the unit price by the contract maximum quantity. The Government reserves the right to make an award on initial offers received; therefore, your best offer should be submitted.

SIZE	NSN	UPC
X-SMALL-SHORT	8415-01-641-1633	718020941936
X-SMALL-REG	8415-01-641-1635	718020843841
SMALL-SHORT	8415-01-641-1637	718020703602
SMALL-REG	8415-01-641-1638	718020848570
SMALL-LONG	8415-01-641-1639	718020695648
MEDIUM-REG	8415-01-641-1640	718020917740
MEDIUM-LONG	8415-01-641-1641	718020686851
LARGE-REG	8415-01-641-1643	718020995151
LARGE-LONG	8415-01-641-1649	718020650388
X-LARGE-REG	8415-01-641-1650	718020632346
X-LARGE-LONG	8415-01-641-1651	718020686356
X-LARGE-X-LONG	8415-01-641-1652	718020893952
2X-LARGE-REG	8415-01-641-1653	718020817477
2X-LARGE-LONG	8415-01-641-1654	718020879314
2X-LARGE-X-LONG	8415-01-641-1655	718020714462

CONTINUED ON NEXT PAGE

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

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

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

C14 CORRECTION OF NONCONFORMING PACKAGING OR MARKING (MAY 2020)

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/patterns for DLA Troop Support Clothing and Textiles (C&T) solicitations, use the following link to the DLA Troop Support C&T Technical Data Repository area at: https://www.dla.mil/TroopSupport/ClothingandTextiles/SpecRequest.aspx.

TECHNICAL REQUIREMENTS

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN `R' OR AN `I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT: **http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx**. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

ITEM DESCRIPTION

Jacket, Soft Shell, COLD WEATHER (ECWCS GEN 3), SHALL BE MADE IN ACCORDANCE WITH Type I, Class 3 of GL/PD 06-05B, 9 March 2015

Pattern Date: 7 May 2010.

STANDARD SAMPLE FOR CAMOUFLAGE (OCP) IS ROLL # 3948 IS REFERENCED FOR SHADE ONLY.

INTERIM CHANGES TO GL/PD-06-05B:

```
PAGE 5
Paragraph 3.1 First article. Delete in its entirety and replace with the
following:
#3.1  Inspections.#
Change Paragraph 3.1. First article to #3.1.1 First article. When specified
(see 6.2), a sample shall be subjected to first article inspection in
accordance with 4.2.#

And add new Paragraph #3.1.2  Conformance inspection.  When specified (see
6.2), a sample shall be subjected to conformance inspection in accordance with
4.3.#

PAGE 6, Table I, Tearing Strength - Filling, Type I requirement delete "8.0"
```

CONTINUED ON NEXT PAGE

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

and substitute "7.0"

PAGE 8
TABLE II. Colorfastness requirements (Classes 1, 2 and 3). Delete first row of TABLE II, in its entirety and replace with the following:

#Class Color Evaluation Laundering
(Color change and Staining)
(3 cycles) (min.) Light
(40 AFU or 170 kJ/(m2nm) @ 420 nm) (min.) Perspiration
(acid & alkaline)
Color Change &
Staining (min.)
Crocking
(Wet and
Dry) (min.)#

PAGE 10 and 11
Delete #TABLE III.A. Spectral reflectance requirements: reflectance (percent) for Class 2.# In its entirety and replace with the following:
#TABLE III.A. Spectral reflectance requirements: reflectance (percent) for Class 2.
Operation Enduring Freedom Camouflage Pattern (OEF- CP)
Cream 524 Tan 525 Pale Green 526
Olive 527
Brown 529 Dark Green 528 Dark Brown 530

Wavelength (nm)	Min	Max	Min	Max	Min	Max
600	22	44	10	30	3	11
620	24	45	11	30	3	12
640	24	45	11	32	4	13
660	25	45	12	32	4	14
680	28	45	14	35	4	17
700	28	48	19	40	6	23
720	30	52	22	43	6	23
740	32	55	25	46	10	25
760	36	56	27	48	14	30
780	38	57	28	50	18	35
800	40	57	29	50	21	40
820	44	58	30	51	24	42
840	46	59	32	51	26	43
860	48	60	33	52	28	45#

PAGE 10 and 11 - Continued
Delete #TABLE III.B. Spectral reflectance requirements: reflectance (percent) for Class 3.# In its entirety and replace with the following:
#TABLE III.B. Spectral reflectance requirements: reflectance (percent) for Class 3.
Operational Camouflage Pattern (OCP) Reflectance values (percent)

CONTINUED ON NEXT PAGE

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

Dark Cream 559 & Tan 525 Light Sage 560,
Olive 527 &
Brown 529 Dark Green 528 & Bark Brown 561

Wavelength (nm)	Min	Max	Min	Max	Min	Max
600	22	44	12	30	3	11
620	24	45	12	30	3	12
640	24	45	12	32	4	13
660	25	45	12	32	4	14
680	28	45	14	34	4	17
700	28	48	14	36	6	23
720	30	52	16	39	6	23
740	32	55	18	41	10	25
760	36	56	20	43	14	30
780	38	57	22	45	18	35
800	40	57	22	45	21	40
820	44	58	24	46	24	42
840	46	59	26	47	26	43
860	48	60	28	48	28	45#

PAGE 11
TABLE IV.A. Colorfastness requirements, mesh tricot pocket lining (see 3.5.2) (all classes).
Delete first row of TABLE IV.A. In its entirety and replace with the following:
#Class Color Evaluation Laundering
(Color change and Staining)
(3 cycles) (min.) Light
(40 AFU or 170 kJ/(m2nm) @ 420 nm) (min.) Perspiration
(acid & alkaline)
Color Change &
Staining (min.)
Crocking
(Wet and
Dry) (min.)#

Page 12, Para 3.6.1,
Thread. Line 3, after #(Government size B)# add #, with #Water-Repellent# finish#. And Line 5, after #(Government size AA)# add #, with #Water-Repellent# finish#.

Page 12, Para 3.6.4,
Tape, hook and loop. Line 4 Delete "However, each required width shall maintain a tolerance of (± 16)-inch as to prevent stitching runoffs or improper fit into automatic sewing equipment." And replace with the following:
"All selvages shall not exceed 1/8-inch. The tolerance for each width shall be (± 1/16)-inch, except 4-inch tape shall have (± 1/8)-inch, to prevent stitching runoffs or improper fit into automatic sewing equipment."

Paragraph 3.6.6
Elastic material. Line 3 Delete "conforming to the spectral reflectance requirements in Table III.A for Class 2 and Table III.B for Class 3" without replacement.

CONTINUED ON NEXT PAGE

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

Page 13
Paragraph 3.6.14 Binding tape. Line 3 Delete "conforming to the spectral reflectance requirements of Table III.A for Class 2 and Table III.B for Class 3" without replacement.

PAGE 22
Paragraph 4.2 Line 1. Delete #3.1# and change to #3.1.1#.
Paragraph 4.3 Delete paragraph in its entirety and replace with the following:

#4.3 Conformance inspection. Conformance inspection shall include the examination of 4.4 and the testing in 4.5 through 4.6 as applicable. Sampling for inspection shall be performed in accordance with ANSI/ASQ Z1.4 and with acceptance quality limits as specified in the contract and/or order, except where otherwise indicated.(see 6.2).#

TABLE VIII Delete the title in its entirety #TABLE VIII. Basic material testing.# And replace the title with the following:
#TABLE VIII. Basic material and component testing.#
In TABLE VIII Column 3, Row 6
Delete #ASTM D3776 (Method C)# and replace with #ASTM D3776/D3776M (Method C)#

PAGE 23

TABLE VIII. - Basic material and component testing. - Continued
Column 1, Row 5 and Row 17
Delete #Light (40 hrs or 170 kJ)# and replace with #(Light 40 AFU or 170 kJ/(m2nm) @ 420 nm)#
Column 3, Row 13
Delete #ASTM D3776 (Method C)# and replace with #ASTM D3776/D3776M (Method C)#
Column 3, Row 31
Delete #ASTM D3776# and replace with #ASTM D3776/D3776M#

PAGE 24

Column 3, Row 24
Delete #ASTM D3776# and replace with #ASTM D3776/D3776M#
Footnote 3. #a.# Delete #ASTM D1776# and replace with #ASTM D1776/D1776M#
PAGE 25

Paragraph 4.6 Methods of testing. Line 2. Delete #ASTM D1776# and replace with #ASTM D1776/D1776M#
Paragraph 4.6.1 Moisture vapor transmission rate. Line 1 Delete #ASTM E96# and replace with #ASTM E96/E96M#
Paragraph 4.6.1.1 Procedure B. ASTM E96.
Delete #Procedure B. ASTM E96.# and replace with #Procedure B. ASTM E96/E96M.# PAGE 26

Paragraph 4.6.6 Visual shade matching. Delete Paragraph in its entirety and replace with the following:
#4.6.6 Visual shade matching. Visual shade matching. The color and appearance of the cloth shall match the standard sample when viewed using the AATCC Evaluation Procedure 9, Option A, with sources simulating artificial daylight D75 illuminant with a color temperature of 7500K (± 200) illumination of 100 (±20) foot candles, and shall be a good match to the standard sample under

CONTINUED ON NEXT PAGE

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

incandescent A illuminant with a color temperature of 2856K (± 200).#

Paragraph 4.6.8 Spectral Reflectance. Delete Paragraph in its entirety and replace with the following:

#4.6.8 Spectral reflectance test. Spectral reflectance data shall be determined on the face side and shall be obtained from 600 to 860 nanometers at 20 nm intervals on a spectrophotometer relative to the polytetrafluoroethylene (PTFE) family of compounds, the preferred white standard. Other white reference materials may be used provided they are calibrated to absolute white or vitrolite tiles. The spectral band width shall be less than 20 nm at 860 nm. Reflectance measurements shall be made by either the monochromatic or polychromatic mode of operation. When the polychromatic mode of operation is used, the spectrophotometer shall operate with the specimen diffusely illuminated with the full emission of a continuous source that simulates either CIE Source A or CIE Source D65. Measurements shall be taken on a minimum of two (2) different areas and the data averaged. The measured areas should be at least 6-inches away from the selvage. The specimen shall be measured as a single layer backed with six (6) layers of the same fabric and shade. The specimen shall be viewed at an angle no greater than 10° from normal, with the specular component included. Specimens shall be oriented in different directions during testing. When possible, the specimens tested shall not contain the same Warp or filling yarn when presented to the sample port. The standard aperture size used in the color measurement device shall be 0.3725 inches in diameter or larger. (NOTE: Camouflage materials should be measured with the appropriate aperture size to ensure that only one (1) color is measured at a time. Photometric accuracy of the spectrophotometer shall be within one (1) percent and wavelength accuracy within two (2) nm. Any color having spectral reflectance values falling outside the limits at four (4) or more of the wavelengths specified shall be considered a test failure.#

PAGE 28

Paragraph 4.6.14 Toxicity test. Line 1. Delete #see 3.10# and replace with #see 3.12#

PAGE 32

Paragraph #6.2 Acquisition requirements.# Delete in its entirety and replace with the following

#6.2 Acquisition requirements. Acquisition documents must specify the following:

a. Title, number and date of this Purchase Description.
b. Type, class and size required (see 1.2)
c. When a first article is required (see 3.1.1, 4.2, and 6.3)
d. Conformance inspection (see 3.1.2 and 4.3)
e. Camouflage pattern drawing if required (see 3.5.1.4)
f. Toxicity when required (see 3.12, 4.6.14)
g. Packaging (see 5.1)#

PAGE 32 and 33

Paragraph 6.3 First article. Delete in its entirety and replace with the following:

CONTINUED ON NEXT PAGE

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

#6.3 First article. When a first article inspection is required (see 3.1.1), it will be inspected and approved under the appropriate provisions of FAR 52.209-4. The first article should be a preproduction sample. The contracting officer should specify the appropriate type of first article and the number of units to be furnished. The contracting officer should include specific instructions in acquisition documents regarding arrangements for selection, inspection, and approval of the first article.#

QUALITY CONFORMANCE INSPECTION:

End Item Visual: The end item shall be examined for defects listed in Para. 4.6.15 of GL/PD-06-05B. The lot size shall be expressed in units of JACKETS. The sample unit shall be one jacket. The inspection level shall be II and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 1.5 for major defects and 10 for (major and minor combined) defects.

End Item Dimensional: The end items shall be examined for conformance to the measurements specified in Table VII of GL/PD-06-05B. Any dimension not within the specified tolerance shall be classified as a defect. The lot size shall be expressed in units of jackets. The sample unit shall be one jacket. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 2.5.

Packaging examination: Inspection level shall be S-2; AQL shall be 1.0.

Palletization examination: Inspection level shall be S-1; AQL shall be 4.0.

PACKAGING AND PALLETIZATION EXAMINATION:

Packaging examination. The fully packaged end items shall be examined for the defects listed below. The lot size shall be expressed in units of shipping containers. The sample unit shall be one shipping container fully packaged. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 1.0.

Examine Defect Marking (exterior omitted, incorrect, illegible, of and interior) improper size, location, sequence, or method of application.

Materials Any component missing, damaged, or not as specified.

Workmanship Inadequate application of components such as: incomplete closure of container flaps, loose strapping, improper taping, inadequate stapling, bulged or distorted container.

Content Number of items per shipping container is more or less than required. Size shown on one or more items not as specified on shipping container. 1/
1/ For this defect, one item from each shipping container in sample shall be examined.

Palletization examination. An examination shall be made to determine that palletization complies with the section 5 requirements. Defects shall be scored in accordance with the list below. The sample unit shall be one palletized unit load fully packaged. The lot size shall be the number of palletized unit loads in the end item, inspected lot. The inspection level shall be S-1, and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 4.0 in accordance with ANSI/ASQ Z1.4.

Examine Defect
Finished dimensions Length, width, or height exceeds specified maximum requirements.

Palletization Pallet pattern not as specified. Interlocking of loads not as specified. 1 Load not bonded with required straps as specified.

CONTINUED ON NEXT PAGE

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

Weight Exceeds maximum load limits.

Marking Omitted, incorrect, illegible, of improper size, location, sequence, or method of application.

INTERIM CHANGES TO A-A-55126B,

THE FOLLOWING CHANGES ARE FOR ALL CURRENT, PENDING AND FUTURE PROCUREMENTS OF THE SUBJECT DOCUMENT UNTIL SUCH TIME AS THE DOCUMENT IS AMENDED OR REVISED.

PAGE 4. TABLE I, PHYSICAL REQUIREMENTS, CHARACTERISTIC, SHEAR STRENGTH,DELETE LBS/SQ INCH (MIN), ADD SHEAR STRENGTH, LBS/2 SQ INCH (MIN).

PAGE 5 TABLE II, PHYSICAL REQUIREMENTS; CHARACTERISTIC, LENGTH DIMENSIONAL STABILITY, % (MAX); LOOP, ALL CLASSES DELETE .0; ADD ALL CLASSES 4.0.

PAGE 7, Paragraph 3.10.2, Change the following title of paragraph from: "Fray resistance of Universal Camouflage Shades" and replace with "Fray resistance of Camouflage Prints"

PAGE 14, Paragraph 7.3.4 Change the following title of paragraph from: "Fray resistance for Universal Camouflage Shades." and replace with "Fray resistance for Camouflage Prints."

ADD INFORMATION TO A-A-55126B:

STANDARD SAMPLE FOR FOLIAGE GREEN 504 IS MIL-C-44436, ROLL #3736 (THE FOLIAGE GREEN 502 AREA OF THE PATTERN), AND REFERENCED FOR SHADE ONLY. THIS APPLIES TO TYPE II, CLASS 1 WHEN LISTED IN CONTRACTS

ADDITIONAL INFORMATION FOR A-A-55634A, 23 MARCH 2004:

SPECIAL NOTE!! ALL SLIDE FASTENERS USED ARE TO BE MEASURED FROM "STOP TO STOP". RECOMMEND THAT THIS MEASUREMENT BE TAKEN RANDOMLY BEFORE SLIDE FASTENERS ARE SEWN TO THE ITEMS, COVERALL, OR ANY ITEM REFERRED TO IN THE SOLICITATION. "THE QAR WILL REJECT ANY SLIDE THAT IS NOT LAYING FLAT AFTER IT IS SEWN INTO/ONTO AN ITEM." SPECIAL INFO ON ITEMS THAT UTILIZE SLIDE FASTENERS IS GIVEN BY "ALL USING MILITARY PERSONNEL".

CHANGES TO V-T-295E:

THREAD, NYLON; V-T-295 DATED AUGUST 1, 1985 IS HEREBY CANCELLED; FUTURE ACQUISITONS SHOULD REFER TO THREAD, NYLON, A-A-59826 DATED 03 MARCH 2009 AS A REPLACEMENT.

ADDITIONAL INFO FOR FED-STD-4 GLOSSARY OF FABRIC IMPERFECTIONS:
REVISION B: 7/29/64; AMENDMENT 2: 9/12/75 NOTICE 1, DATED 10/1/87.
DEV. TO FED. STD. 4B & AM. 2, PAGE 2, SEC.I. PARA. 2.1. IN IMPERFECTION COMMERCIAL TERMINOLOGY AND GLOSSARY NO. COLUMNS, AFTER SHADE BAR - 14 INSERT: "SHADED CLOTH-61B".
PAGE 8 PARA. 3.4, GLOSSARY NO. "61A- OFF SHADE", IN "DEFINITION" COLUMN, DELETE ":SHADED SIDE TO SIDE, SIDE TO CENTER OR END TO END". ADD NEW GLOSSARY NO. "SHADED CLOTH "61B-SHADED CLOTH (SHADED SIDE TO SIDE, SIDE TO CENTER OR END TO END) WITH THE FOLLOWING DEFINITION: "COLOR DIFFERENCE BETWEEN THE RESPECTIVE CLOTH AREAS".
PAGE 22, SECTION III, PARAGRAPH 2.1, IN "IMPERFECTION COMMERCIAL TERMINOLOGY" AND GLOSSARY NO." COLUMNS, AFTER "SHADE BAR-15" INSERT: "SHADED CLOTH - 62A"
PAGE 27, PARAGRAPH 3.4, GLOSSARY NO. "62-OFF SHADE" IN "DEFINITION" COLUMN DELETE: "SHADED SIDE TO SIDE, SIDE TO CENTER OR END TO END".
ADD NEW GLOSSARY NO, "62A-SHADED CLOTH (SHADED SIDE TO SIDE, SIDE TO

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

CENTER OR END TO END)" WITH THE FOLLOWING DEFINITION: "COLOR DIFFERENCE BETWEEN THE RESPECTIVE CLOTH AREAS."
DEVIATION FROM FED. STD. 4B, AND AMEND 2:
PG 2, SECTION 1, PARA.2.1, IN "IMPERFECTION COMMERCIAL TERMINOLOGY" AND "GLOSSARY NUMBER" COLUMNS, AFTER "SHADE BAR-14",INSERT: "SHADED CLOTH 61B".
PG 8, PARA.3.4, GLOSSARY NUMBER "61A-OFF SHADE" IN "DEFINITION" COLUMN, DELETE, "SHADED SIDE TO SIDE, SIDE TO CENTER OR END TO END". ADD NEW GLOSSARY NO."61B SHADED CLOTH "SHADED SIDE TO SIDE, SIDE TO CENTER OR END TO END" WITH THE FOLLOWING DEFINITION; "COLOR DIFFERENCE BETWEEN THE RESPECTIVE CLOTH AREAS."
PAGE 22, SECTION III, PARAGRAPH 2.1, IN "IMPERFECTION COMMERCIAL TERMINOLOGY" AN GLOSSARY NO." COLUMNS, AFTER "SHADE BAR-15"
INSERT: "SHADED CLOTH - 62A"
PAGE 27, PARAGRAPH 3.4, GLOSSARY NO "62-OFF SHADE" IN "DEFINITION" COLUMN DELETE: "SHADED SIDE TO SIDE, SIDE TO CENTER OR END TO END".
ADD NEW GLOSSARY NO, "62A-SHADED CLOTH (SHADED SIDE TO SIDE, SIDE TO CENTER OR END TO END)" WITH THE FOLLOWING DEFINITION: "COLOR DIFFERENCE BETWEEN THE RESPECTIVE CLOTH AREAS."

ADDITIONAL INFORMATION FOR MIL-PRF-5038:

ALL STANDARD SAMPLE INFORMATION WILL STILL APPLY. STANDARD SAMPLES ARE AS FOLLOWS:

TAN 380, TYPE III, ROLL #3497, FOR SHADE, APPEARANCE AND COLORFASTNESS.

TAN 380, TYPE II, ROLL #3498, FOR SHADE, APPEARANCE AND COLORFASTNESS.

BLACK 375, TYPE III, ROLL #3443, FOR SHADE, APPEARANCE AND COLORFASTNESS.

OLIVE DRAB 7, TYPE IV, ROLL #3012, FOR SHADE, FINISH AND COLORFASTNESS.

CAMOUFLAGE GREEN 483, TYPE II, ROLL #3484, FOR SHADE, APPEARANCE AND COLORFASTNESS.

CAMOUFLAGE GREEN 483, TYPE III, ROLL #3485 FOR SHADE, APPEARANCE AND COLORFASTNESS.

CAMOUFLAGE GREEN 483, TYPE IV, ROLL #3486, FOR SHADE, APPEARANCE AND COLORFASTNESS.

STANDARD SAMPLE FOR FOLIAGE GREEN 504 IS MIL-C-44436, ROLL #3729 (THE FOLIAGE GREEN 502 AREA OF THE PATTERN).

STANDARD SAMPLE FOR DESERT SAND 503 IS MIL-C-44436, ROLL #3729 (THE DESERT SAND 500 AREA OF THE PATTERN).

FOLIAGE GREEN 504/DESERT SAND 503 IS TO BE USED AS SPECIFIED BY CONTRACT. THIS APPLIES TO TYPE III.

ADDITIONAL INFORMATION FOR MIL-W-5664:

STANDARD SAMPLE FOR CAMPUFLAGE GREEN 483 IS IDENTIFIED AS ROLL NO. 3523 REFERENCED FOR SHADE ONLY.

STANDARD SAMPLE FOR FOLIAGE GREEN 504 IS IDENTIFIED AS ROLL NO. 3743, REFERENCED FOR SHADE ONLY

NOTE - REDUCED AQLS APPLY AS FOLLOWS: PAGE 6, PARA. 4.6.1.1, LINE 2, DELETE "2.5" AND SUBSTITUTE "1.5". LINE 3, DELETE "6.5" AND SUBSTITUTE "4.0"

INTERIM CHANGES TO MIL-W-5664D:

PAGE 3, PARA. 3.3.1, DELETE IN ITS ENTIRETY AND SUBSTITUTE, "3.3.1 WEAVE CONSTRUCTION. THE WEAVE FOR ALL TYPES AND CLASSES MAY BE SUPPLIED IN EITHER SHUTTLE OR SHUTTLE LESS LOOM CONSTRUCTION.".

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

.
PAGE 4, PARA 3.7, SENTENCE 2, DELETE IN ITS ENTIRETY AND SUBSTITUTE "TYPE II SHALL BE CAMOUFLAGE GREEN 483"; OR FOLIAGE GREEN 504 AS SPECIFIED BY CONTRACT.

PAGE 5
PARA. 4.6.1.1 YARD-BY-YARD EXAMINATION, CONTINUED ON PAGE 6, LINE 2, DELETE "2.5" AND SUBSTITUTE "1.5". LINE 3, DELETE "6.5" AND SUBSITUTE "4.0".

PAGE 8, TABLE II, DELETE THE DEFECT FOR "YARNS (FILLING)" ENTIRELY.

PAGE 10, PARA. 4.6.3, DELETE IN ITS ENTIRELY.

MIL-DTL-32075: LABEL FOR CLOTHING, EQUIPAGE, AND TENTAGE, GENERAL USE REPLACES DDD-L-20 (Ref. T0451 - June 19, 2007)

INTERIM SPECIFICATION CHANGES TO MIL-DTL-32075:

PAGE 4, PARA. 3.3.5, AFTER "TYPE III OR IV, CLASS 4 OF" DELETE "DDD-L-20" AND REPLACE "MIL-DTL-32075,".

PAGE 6, TABLE I, "PHYSICAL REQUIREMENTS OF THE TYPE VI FINISHED LABEL." UNDER "TEARING STRENGTH" DELETE: "(LB.) MINIMUM" AND SUBSTITUTE: "(GNS) MINIMUM."

PAGE 12, PARA 3.3.2.17, AFTER "NSN" ADD "AND THE UNIVERSAL PRODUCT CODE (UPC) SUPPLIED BY THE GOVERNMENT, FOR ALL NSNs."

INTERIM CHANGES TO MIL-DTL-10884H:

PAGE 1, PARA. 1.2, CLASSIFICATION. AFTER "FINISH 5" ADD "FINISH 6 - WHITE".
PAGE 8, PARA. 3.4.5, DELETE SENTENCES 4 AND 5 IN THEIR ENTIRETY.
PAGE 8, AFTER PARA. 3.4.5, ADD NEW PARA. AS FOLLOWS: "3.4.6 FINISH 6 - WHITE. REFERENCE PARA. 3.4.5 EXCEPT THE COLOR SHALL BE WHITE."

ADDITIONAL INFORMATION FOR DOD MIL-HDBK-774:
PALLETIZED UNIT LOADS - MIL-HDBK-774A, DATED AUGUST 30, 2004 SUPERSEDES MIL-HDBK-774, DATED MARCH 25, 1996

NOTE: MIL-STD-147 IS HEREBY REINSTATED AND REPLACES MIL-HDBK-774 - ALL FUTURE PROCUREMENTS WILL CITE THE MIL-STD-147.

MIL-STD-129 CURRENT REVISION UNLESS OTHERWISE SPECIFIED
- DEPARTMENT OF DEFENSE STANDARD PRACTICE
- MILITARY MARKING FOR SHIPMENT AND STORAGE

INTERIM CHANGES:
OMISSION OF MARKINGS ON EXTERIOR SHIPPING CONTAINERS OF ITEMS IN THE DLA TROOP SUPPORT CLOTHING AND TEXTILE (C&T) DIRECTORATE:

THE NOMENCLATURE AND MANUFACTURER'S NAME (WHEN THE NAME IDENTIFIES THE MATERIAL) SHALL BE OMITTED FROM ALL EXTERIOR SHIPPING CONTAINERS OF DLA TROOP SUPPORT C&T ITEMS, REGARDLESS OF MODE OF SHIPMENT.

IF THE MANUFACTURER'S NAME DOES NOT IDENTIFY THE MATERIAL AS BEING CLOTHING, IT MAY REMAIN. NSNS SHALL BE SHOWN ON ALL SHIPPING CONTAINERS OF C&T ITEMS, THE PACKING LIST SHALL BE PLACED INSIDE THE LAST CONTAINER TO BE LOADED FOR EACH SHIPMENT. THE WORDS "PACKING LIST HERE" SHALL BE STENCILED, NOT HAND LETTERED, ON THE CONTAINER.

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

ADDITIONAL INFORMATION FOR ASTM-D-6193(2004)OR LATEST VERSION:
NO ADDITIONAL INFORMATION FOLLOWS.
(Ref. T8068 - May 18, 2006)
ADDITIONAL INFORMATION FOR ANSI/ASQC Z1.4:
NOTE: THE MOST RECENT VERSION OF THIS DOCUMENT SHOULD BE USED.
APPLICATION FOR COPIES SHOULD BE ADDRESSED TO:
AMERICAN SOCIETY FOR QUALITY
600 NORTH PLANKINTON AVENUE
MILWAUKEE, WISCONSIN 53203

(Ref. T0795 - May 17, 2006)
MIL-STD-147 IS HEREBY REINSTATED AS FOLLOWS:

MIL-STD-147E DEPARTMENT OF DEFENSE 16 MAY 2008 STANDARD PRACTICE PALLETIZED UNIT LOADS

STANDARDS (COMMERCIAL)
ASME-MH1 American Society of Mechanical Engineers (ASME) Pallets, Slip Sheets, and Other Bases For Unit Loads, for construction of pallets.

NOTE: The Government reserves the right to perform conversions to different items with similar patterns and specifications, should the Government determine a need. Any conversion will be via modification and issued under FAR 52.243-1 Changes-Fixed Price.

SECTION D - PACKAGING AND MARKING

SECTION D - PACKAGING AND MARKING

PRESERVATION/PACKAGING SHALL BE IN ACCORDANCE WITH ASTM-D3951-90 MARKING IN ACCORDANCE WITH MIL-STD-129

EACH JACKET SHALL BE PACKED IN A CLEAR POLY BAG WITH REVERSE FLAP CLOSURE, WITH TAGS/LABELS CLEARLY VISIBLE

24 JACKETS OF ONE SIZE SHALL BE PACKED IN EACH SHIPPING CONTAINER

AS A MINIMUM, THE CARTON SHALL BE SINGLE-WALL with DOUBLE-WALL LINERS, GRADE 275, STYLE RSC; CLOSE CARTONS WITH GUMMED OR PRESSURE SENSITIVE TAPE ONLY, NO STAPLES PERMITTED

PALLETIZATION AS SPECIFIED IN CONTRACT

PALLET SHALL BE 4 WAY ENTRY, WINGED TYPE. PALLETIZED LOAD DIMENSIONS SHALL NOT EXCEED 43 INCHES IN LENGTH, 52 INCHES IN WIDTH, AND 54 INCHES IN HEIGHT (INCLUDING THE PALLET).

THE PALLETIZED LOAD SHALL BE BONDED USING APPROVED COMMERCIAL BONDING MATERIALS. THE USE OF METAL BANDING, IN SECURING BOXES TO PALLETS, IS DISCOURAGED. PALLET LOADS SHALL CONTAIN THE SAME NUMBER OF CARTONS, OF IDENTICAL QUANTITIES, OF ONE NSN, TO THE MAXIMUM EXTENT POSSIBLE.

PALLET LOADS CONTAINING MORE THAN ONE NSN SHALL BE CLEARLY MARKED TO LIST ALL THE NSN'S CONTAINED IN THE LOAD. NO CARTON SHALL HAVE MORE THAN ONE NSN. AT THE END OF A SIZE RUN, NO MORE THAN ONE CARTON PER NSN MAY BE SHORT OR OVER THE SPECIFIED QUANTITY. SAID CARTON SHALL BE CLEARLY MARKED "SHORT" OR "OVER".

MIL-STD-147 IS REFERENCED FOR PALLETIZED LOADS.

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SECTION D - PACKAGING AND MARKING (CONTINUED)

WOOD PACKAGING MATERIALS (WPM) REQUIREMENTS (CURRENT REVISION)

(a) General Requirements. All Wood Packaging Material (WPM) used for shipments to the Department of Defense (DoD), including those involving the Defense Logistics Agency (DLA) or their contractors, whether inside or outside of the United States, shall comply with International Standards for Phytosanitary Measures (ISPM) 15, "Regulation of Wood Packaging Material in International Trade." This requirement applies whenever WPM is used to ship DoD cargo, or when wood is being acquired by DLA for future use as packaging material.

(b) Definition of Wood Packaging Material (WPM). WPM includes, but is not limited to, wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame, and cleats.

(c) Exempt Materials. Packaging materials that have undergone a manufacturing process to the extent that they are free from pests are exempt from these requirements. Exempt materials include, but are not limited to, corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSB).

(d) Treatment and Certification. All WPM shall meet the requirements of DoD Manual (DoDM) 4140.65, "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," and shall be certified under one of the following official quality control programs:

Heat Treatment (HT) or Kiln Dried Heat Treatment (KD HT) in accordance with the American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (refer to http://www.alsc.org/ for current standards). The WPM must be heated to a minimum core temperature of 56 degrees Celsius (133 degrees Fahrenheit) for a minimum of 30 continuous minutes.

Certification Markings - All WPM shall include legible, permanent, and readily visible certification/quality markings in accordance with ALSC or National Wood Pallet and Container Association (NWPCA) standards, as applicable, and ISPM 15.
Placement - Markings shall be placed in an unobstructed area that will be readily visible to inspectors.
Pallets - Markings shall be applied to the stringer or block on diagonally opposite sides of the pallet.
Containers - Markings shall be applied on a side other than the top or bottom.
Dunnage - All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC-approved DUNNAGE stamp.

(e) Non-Compliance. Failure to comply with the requirements of this clause may result in refusal, destruction, treatment of materials at the point of entry, or delayed acceptance. The Government reserves the right to recoup from the Contractor any remediation costs, including but not limited to inspection, transportation, treatment, storage, or disposal costs, incurred by the Government due to non-compliant WPM.

SECTION E - INSPECTION AND ACCEPTANCE

E08 FIRST ARTICLE TESTING REQUIREMENTS (MAR 2025)

(1) If there is not a separate contract line item number (CLIN) for FAT, the offeror shall include all costs and risk associated with completion of the FAT requirement in the production CLIN price.
(2) If there is a separate FAT CLIN, the offeror shall include all costs and risk associated with completion of the FAT requirement in the FAT CLIN price. The unit of issue for the FAT CLIN, EACH, is equal to one First Article Test (1EA=1FAT). To receive payment for any costs associated with FAT, the offeror shall propose costs associated with FAT on a separate CLIN. The offeror shall base the production CLIN price solely on all costs associated with completion of the production units and shall exclude all FAT-related costs.
(3) The contracting officer will use the total award price in selecting the best value offer from among all eligible offerors. However, for an offeror to be eligible for award, the contracting officer must determine that the FAT CLIN price (unless FAT is waived) and the production CLIN price are fair and reasonable; and, if set-aside under FAR Part 19, a fair market price. The offeror shall not propose a FAT CLIN price that is materially unbalanced in relation to the production CLIN price. In the event an offeror receives a waiver of the FAT requirement, the contracting officer will deduct the FAT CLIN price for the waived source in determining the total award price.
(4)(a) Notwithstanding the conditions for waiving first article, the contracting officer may order an additional first article sample, or portion thereof, in writing if there is a --

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(i) Major change to the technical data;
(ii) Lapse in production for a period in excess of 90 days; or
(iii) Change in the place of performance (manufacturing facility), manufacturing process,material used, drawing, specification or source of supply.
(b) When conditions in paragraphs (4)(a)(i), (ii), or (iii) occur, the contractor shall notify the contracting officer; who will determine whether to order an additional first article sample or portion thereof and provide instructions concerning the submission, inspection, and notification of results. The contractor shall bear the costs of the additional first article testing resulting from any of the causes in paragraphs (4)(a)(i)-(iii) instituted by the contractor and not due to changes directed by the Government.
(5) Waivers. The offeror may submit a request for FAT waiver to the contracting officer, who may waive the FAT requirement when all of the following criteria apply:
(a) The offeror requesting waiver has successfully manufactured, delivered and the government accepted the item or a similar item. The offeror shall provide the following information and be prepared to provide documentary evidence upon the contracting officer's request:
(i) Contract number(s), date(s), and issuing Government agency or agencies.
(ii) Description of item previously furnished, identified by part number, type, model number and/or other identifying information. If the item previously furnished is similar but not identical to the item being acquired under the current buy, the offeror shall explain why manufacture of the item previously furnished is sufficient to demonstrate its ability to manufacture the item being acquired under the current buy without need for a first article test.
(iii) Engineering control document/change number of item previously furnished.
(b) There have been no changes to manufacturing processes, tooling, or place of performance.
(c) There have been no changes to manufacturing data (e.g., drawing revisions that change materials, dimensions, processes, inspection or testing requirements; or subcontractors used to manufacture the items successfully in the past).
(d) The offeror shall supply an item of the same design and manufactured by the same method at the same facilities as the item or similar item previously furnished and accepted under subparagraph (5)(a).
(6) Contractor-Performed FAT.
(a) The contractor shall test the quantities as outlined in paragraph (a) of FAR clause 52.209-3 as specified in the contract. The contractor shall submit reports in accordance with paragraph (b) of FAR clause 52.209-3, as supplemented in this procurement note.
(b] For test report preparation and delivery of contractor FAT, the contractor shall --
(i) Use the data item description DI-NDTI-80809B report format.
(ii)] Mark the test report with the following: “First article test report - Contract number:[ ] and lot/item number: [ ].
(iii) Sign the FAT Report, accompanied by the system of record receiving report (i.e, WAWF or] DD Form 250) and contractor confirmation that the same process and facilities used to manufacture the first article units will be used to manufacture the production units, to the contracting officer at the applicable address shown below:
(A) For awards issued by DLA Aviation; or DLA Troop Support Clothing and Textile (C&T), Medical Materiel, or Subsistence, submit the report to the procuring activity in Block 6 of the DD Form 1155, Block 7 of Standard Form (SF) 33, Block 5 of SF 26, or Block 9 of SF 1449 award.
(B) For awards issued by DLA Land (SPE7L), submit the report to the following address:
DLA Land - FLSEB
ATTN: FAT Monitor
P. O. Box 3990
Columbus, OH 43218-399, or email to: Land.FAT.Monitor@dla.mil.
(C) For awards issued by DLA Maritime (SPE7M), submit the report to the following address:
DLA Maritime - FMSE
ATTN: FAT Monitor
P. O. Box 3990
Columbus, OH 43218-3990, or email to: maritime.fat.monitor@dla.mil.
(D) For awards issued by DLA Troop Support Construction and Equipment (SPE8E), email the report to Construction and Equipment FAT Monitor at trpsptcandefatmonitor@dla.mil. If report exceeds email limitations, submit the report to the following address:
DLA Troop Support
ATTN: First Article Testing Monitor
Building 3,
700 Robbins Avenue
Philadelphia, Pennsylvania 19111.
Preferred electronic submissions: Hardware FAT Monitor at DLAHardwareFATMonitor@dla.mil.
(7) The contractor shall --
(a) Provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3;
(b) Maintain and make available all records evidencing those details at the Government's request.
(c) At least fourteen (14) calendar days (or as otherwise specified in the contract) prior to shipment to the Government, provide written notice to the contracting officer and to the cognizant DCMA Functional Specialist when full administration or Quality Support administration is delegated to DCMA.
(8) Government-performed FAT. The contractor shall --
(a) For delivery of separately priced Government first article samples for Government performed FAT ship the units and system of record receiving report (i. e., WAWF or DD Form 250) to the test facility specified in paragraph (a) of FAR clause 52.209-4.
(b) For delivery of Government first article samples that are not separately priced, ship the units with a commercial shipping document to the test facility.
(c) Prepare the shipping container(s) by marking the external packages in bold letters, “First Article Exhibits - Do Not Post to Stock," adjacent to the MIL-STD-129 (latest revision) identification markings.
(d) Use a hard copy of the system of record receiving report (i.e., WAWF DD Form 250), or commercial shipping document as a packing list, in accordance with DFARS Appendix F.
(e) Mark the exterior of the shipping container in accordance with MIL-STD-129 (latest revision), paragraph 5.11.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(f) In the interior package, include hard copies of the contract, test reports, material certifications/process operation sheets, drawings used to manufacture the units, and a pre-paid return label or shipping account for payment.
(g) Send units by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express).
(h) Send an email with subject titled "Notification of Test Exhibits [***Kimberly.Brown@dla.mil***]" to the corresponding address in (i) or (ii) below and to the contracting officer specified in the contract. In the email, provide the shipment date, contract/purchase order number, National Stock Number, means of transportation, tracking number, and summary of container contents. Attach a copy of the system of record receiving report (i.e., WAWF or DD Form 250) documenting the Government has performed the contract quality assurance within the system or record.
(i) DLA Land & Maritime - DSCCProdVerif@dla.mil
(ii) DLA Aviation - DSCR.Test & EvaluationOffice@dla.mil
(9) At its discretion, the Government may return FAT units to the contractor at no cost to the Government. The contractor shall submit the return address and pre-paid return label or shipping account for payment.
(10) If the Government disapproves or conditionally approves Government-performed FAT units, the Government will take action in accordance with FAR 52.209-4.

E10 GOVERNMENT FIRST ARTICLE TEST (FAT) INFORMATION (JUL 2022)

(1) For FAT requirements, the Government will conduct inspection at source and acceptance at destination. The FOB point is destination. Due to known systems limitations, solicitations may contain erroneous inspection, acceptance, and FOB points. This procurement note takes precedence over any conflicting terms.
(2) GOVERNMENT FAT DELIVERY SCHEDULE
(a) Days: To Deliver FAT Units to the Government
(b) Days: Government FAT Evaluation and Notification to Contractor
(c) Days: To Deliver Final Production Quantity After Approval of FAT. If PLT applies, this line will be blank; the number of delivery days for final production quantity will appear in procurement note E03, Production Lot Testing - Contractor, or E04, Production Lot Testing - Government, as applicable]
(d) Total Delivery Days for FAT (Sum of Paragraphs (2)(a) through (2)(c)).

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR

As prescribed in 46.311, insert the following clause:
(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring
ANSI/ISO/ASQ	Q9001	2015	(excluding para 7.3) or equivalent

[*Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards*.]
(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require-
(i) Control of such things as design, work operations, in-process control, testing, and inspection; or
(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.
(End of Clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

As prescribed in 46.315, insert the following clause in solicitations and contracts for supplies or services when the conditions in 46.504 apply:
(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
(d) The certificate shall read as follows:
"I certify that on , the furnished the supplies or services called for by Contract No. via on in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Date of Execution:
Signature:
Title:

(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

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

Production Lead Time is 150 days after date of award for the initial order and 120 days for subsequent orders. Below is a sample of what the first delivery order may require.

Acceleration of deliveries is not permitted unless written authorization is obtained from the Contracting Officer.

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

PGC 04057

Layer 5 Jacket

*Item	UDC_SIZE	Descr	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27
16411633	XS-SH	Jacket, Cold Weather	124	83	48	72	48	48
16411635	XS-REG	Jacket, Cold Weather	72		24	48	72	48
16411637	S-SH	Jacket, Cold Weather	344	96	192	192	192	192
16411638	S-RG	Jacket, Cold Weather		2073	1416	1392	336	1200
16411639	S-LG	Jacket, Cold Weather		360	504	480	504	480
16411640	M-RG	Jacket, Cold Weather	5155	1680	1968	2064	2592	2184
16411641	M-LG	Jacket, Cold Weather		648	864	744	864	648
16411643	L-RG	Jacket, Cold Weather		792	1056	1008	1272	1152
16411649	L-LG	Jacket, Cold Weather	244	360	456	384	528	456
16411650	XL-RG	Jacket, Cold Weather	860	775	312	336	360	336
16411651	XL-LG	Jacket, Cold Weather	140	72	72	120	96	120
16411652	XL-XLG	Jacket, Cold Weather				48	48	24
16411653	XXL-RG	Jacket, Cold Weather	69	45	24	48	48	48
16411654	XXL-LG	Jacket, Cold Weather		24	48	48	24	48
16411655	XXL-XLG	Jacket, Cold Weather			24	24	24	24
			7008	7008	7008	7008	7008	7008

***For projection only, estimated tariff by size is as follows:

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

*Item	Size	Descr	Percentage
16411633	XS-SH	JACKET,COLD WEATHER	2%
16411635	XS-RG	JACKET,COLD WEATHER	2%
16411637	S-SH	JACKET,COLD WEATHER	3%
16411638	S-RG	JACKET,COLD WEATHER	15%
16411639	S-LG	JACKET,COLD WEATHER	7%
16411640	M-RG	JACKET,COLD WEATHER	30%
16411641	M-LG	JACKET,COLD WEATHER	11%
16411643	L-RG	JACKET,COLD WEATHER	15%
16411649	L-LG	JACKET,COLD WEATHER	6%
16411650	XL-RG	JACKET,COLD WEATHER	4%
16411651	XL-LG	JACKET,COLD WEATHER	1%
16411652	XL-XLG	JACKET,COLD WEATHER	1%
16411653	XXL-RG	JACKET,COLD WEATHER	1%
16411654	XXL-LG	JACKET,COLD WEATHER	1%
16411655	XXL-XLG	JACKET,COLD WEATHER	1%
			100%

*** Other sizes may be ordered****

DESTINATIONS:

DODAAC: UY0157 **RIC**: VSTG
Name and Delivery Address:
Peckham Inc.
OCIE- North
5408 W. Grand River Ave. **Bldg. B**
Lansing, MI 48906

DoDAAC: UY0159 **RIC**: VSTJ
Name and Delivery Address:
LVI - OCIE SE
Pendergrass Distribution Center
596 Bonnie Valentine Way - **DOOR 28**
Pendergrass, GA 30567

DoDAAC: SD0131 **RIC**: VSTZ

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

Name and Delivery Address:
Travis Association For The Blind
AF & MC 3PL -Distribution Services
4512 South Pleasant Valley Road
Austin, Texas 78744

SHIPPING INSTRUCTIONS FOR DLA DEPOTS AND 3PL FACILITIES

To prevent shipment delays and rejections at 3PL and Government facilities, offerors shall ensure that all Government or Commercial Bills of Lading (BOL) are annotated with the following:

1. Physical Data: Total Weight and Piece Count (Cartons/Pallets).
2. Contract Data: National Stock Number(s) (NSN), Contract Number, and Shipment Number.
3. Access Data: Assigned Door Number (provided at the time of appointment).
4. Pre-Lodging Requirements: Carriers must have the following data available when requesting a delivery appointment:
   - Carrier Name & Vendor Name
   - Total Pallet Count
   - Contract, Delivery Order, and Shipment Numbers

52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000) FAR

As prescribed in 11.503(a), insert the following clause in solicitations and contracts:
(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $ **500** per calendar day of delay.
(b) If the Government terminates this contract in whole or in part under the Default.Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default.Fixed-Price Supply and Service clause in this contract.
(End of clause)

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

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 -

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

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 -
(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		

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
		(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.
(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

H-XX HANDLING OF SCRAPS, SECONDS, IRREGULARS, DEFECTIVE GARMENTS, EXTRA MATERIAL (SSIDGEM), AND OTHER PRODUCTS CONTAINING GOVERNMENT-OWNED OPERATIONAL CAMOUFLAGE PATTERN (OCP)

(a) Ownership: The Government claims exclusive ownership of the Operational Camouflage Pattern (OCP). No entity other than the Government, or those contracted by or having obtained proper permission or licenses from the Government, may produce, sell, or transfer any items containing or copying the OCP.

(b) Utilization of SSIDGEM: The Contractor shall handle SSIDGEM containing the OCP in the following manner:
-Utilize SSIDGEM within Government deliverables in a non-visible manner (e.g., pocket liners).
-Utilize SSIDGEM within commercial distribution channels only in a non-visible, non-recognizable manner (e.g., filler material, carpet backing).

(c) Destruction: Any remaining SSIDGEM not utilized as authorized above shall be destroyed.

The Contractor shall notify the Contracting Officer and the Quality Assurance Representative (QAR) at least 7 business days in advance of destruction.

The QAR may elect to witness the destruction.

Records of destruction must be maintained for six (6) years post-contract closeout.

(d) No Reimbursement: The Government will not reimburse the Contractor for any SSIDGEM or the costs

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

associated with its destruction.

H-XXX Inquiries Regarding Licenses for Commercial Sales of Articles Bearing Operational Camouflage Pattern (OCP):

1) All inquiries regarding a licensing for commercial sales of articles bearing the OCP shall be directed to:
US Army DEVCOM Soldier Center
ATTN: Technology Transfer Office
15 Kansas Street
Natick, MA 01760-5056
Email: usarmy.natick.devcom.mbx.t2@army.mil (CC the Procuring Contracting Officer (PCO).
(Note: Digital inquiries are preferred over phone calls for faster routing)

2) Reporting and Accounting Requirements:

Inquiry Content: The Contractor shall provide in the licensing inquiry a method to separately account for:
- Commercial sales involving the use of SSIDGEM resulting from this contract.
- Commercial sales of other OCP products unrelated to SSIDGEM produced under this contract.

Notification: The Contractor shall provide a copy of all licensing inquiries and resulting license agreements to:
- The Procuring Contracting Officer (PCO).
- Product Manager, Soldier Clothing and Individual Equipment (PM-SCIE), PEO Soldier, 5981 13th Street, Bldg 1155, Fort Belvoir, VA 22060-5800.

Cross-Reference: For specific handling and destruction requirements for SSIDGEM not covered by a commercial license, see SCR H-XX.

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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 AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

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

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

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

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2023) DFARS

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR

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

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (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)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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.

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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 --

(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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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.

(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

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

52.215-14 INTEGRITY OF UNIT PRICES (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 **18 months after date of award**.
(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 **SEE GM IN SECTION B** [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 --

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

(1) Any order for a single item in excess of **SEE MAX UNDER SECTION B** [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of **SEE MAX UNDER SECTION B** [insert dollar figure or quantity]; or
(3) A series of orders from the same ordering office within **30 DAYS** 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 **FIVE (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025) FAR

Insert the clause at 52.219-28, Postaward Small Business Program Rerepresentation, in solicitations and contracts exceeding the micro-purchase threshold when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied this part in accordance with 19.000(b)(1)(ii):

(a) *Definitions.* As used in this clause --
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217 -8, Option to Extend Services, or other appropriate authority.
Small business concern --
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.
(2) *Affiliates,* as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts --
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)—
(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);
(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);
(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and
(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).
(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by

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SECTION I - CONTRACT CLAUSES (CONTINUED)

validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
(1) The Contractor represents that it **[]** is, **[]** is not a small business concern under NAICS Code assigned to contract number .
(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it **[]** is, **[]** is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it **[]** is, **[]** is not a women-owned small business concern.
(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it **[]** is, **[]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it **[]** is, **[]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it **[]** is, **[]** is not a veteran-owned small business concern.
(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it **[]** is, **[]** is not a service-disabled veteran-owned small business concern.
(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it **[]** is, **[]** is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* **.]**
(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that --
(i) It **[]** is, **[]** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
(ii) It **[]** is, **[]** is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
[*Contractor to sign and date and insert authorized signer's name and title* .]

(End of clause)

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

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) FAR

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

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

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

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

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

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

Australia
Austria
Belgium
Canada
Czech Republic

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Lithuania
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

"Structural component of a tent" --

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

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

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

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

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

(1) Food.

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

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

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

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

(8) Canvas products.

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

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

(c) This clause does not apply --

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that

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SECTION I - CONTRACT CLAUSES (CONTINUED)

a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

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

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement 225.7002-2(a);

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

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

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

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

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ¾

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

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

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

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

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

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

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

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

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

(End of clause)

252.225-7013 DUTY-FREE ENTRY (NOV 2023) DFARS

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

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

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020) DFARS

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

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S. C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including 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.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means --

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity,

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SECTION I - CONTRACT CLAUSES (CONTINUED)

organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701 (c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror --

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

52.226-7 DRUG-FREE WORKPLACE (MAY 2024) FAR

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

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR

52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS

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

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(c) The offeror should check here to opt out of this clause:

[ ] Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

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.
(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)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003) FAR

(a)*Definitions.* As used in this clause --
Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) *2.101*.
Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b)To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(c)(1)The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:
(i)52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
(ii)52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
(iii)52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR 3.900(a).
(iv)52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
(v)52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
(vi)52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(vii)52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(viii)52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(ix)(A)52.204-30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) (Pub. L. 115 -390, title II).
(B)Alternate I (Dec 2023) of 52.204-30.
(x)52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(xi) [Reserved]
(xii) [Reserved]
(xiii)52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
(xiv)52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).
(xv)52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
(xvi)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
(xvii)(A)52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B)Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
(xviii)52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
(xix)52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
(xx)(A)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B)Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
(xxi)52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxii)52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
(xxiii)52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxiv)52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
(2)While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d)The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

As prescribed in 46.710(a)(1), insert a clause substantially as follows:
(a) Definitions. As used in this clause.
“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
“Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”
(b) Contractor's obligations.
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **12 months after delivery** [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time].
(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.
(c) Remedies available to the Government.
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **45 days of discovery of defect** [Contracting Officer shall insert specific period of time; e.g., “45 days of the last delivery under this contract,” or “45 days after discovery of the defect”].
(2) Within a reasonable time after the notice, the Contracting Officer may either.
(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.
(A) May, for sampling purposes, group any supplies delivered under this contract;
(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
(A) Require an equitable adjustment in the contract price for any group of supplies.
(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor.
(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024) FAR

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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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;
(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:

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) FAR

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025) DFARS

(a) *Definitions.* As used in this clause-
Controlled unclassified information means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (*32 CFR 2002.4(h)*).
Current means --
(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status --
(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with --
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and
(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and
(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with --
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and
(B) A corresponding affirmation of continuous compliance by an affirming official;
(2) With regard to Final CMMC Status --
(i) Not older than 1 year for Final Level 1 (Self), with --
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;
(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with --
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with --
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.
Cybersecurity Maturity Model Certification (CMMC) status means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:
(1) Final Level 1 (Self).
(2) Conditional Level 2 (Self).
(3) Final Level 2 (Self).
(4) Conditional Level 2 (C3PAO).
(5) Final Level 2 (C3PAO).
(6) Conditional Level 3 (DIBCAC).
(7) Final Level 3 (DIBCAC).
Cybersecurity Maturity Model Certification unique identifier (CMMC UID) means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.
Federal contract information (FCI) means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.
Plan of action and milestones means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Publication 800-115 (*32 CFR 170.21*).
(b) *Framework.* The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).
(c) *Duplication.* The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.
(d) *Requirements.* The Contractor shall --
(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: *[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and
(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;
(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;
(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;
(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and
(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.
(e) *Reporting.* The Contractor shall --
(1) Submit to the Contracting Officer --
(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and
(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;
(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and
(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.
(f) *Subcontracts.* The Contractor shall --
(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products and commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and
(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021) DFARS

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)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR

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

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR

52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI--AGENCY CONTRACTS (DEC 2023) FAR

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

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

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

IDENTIFICATION OF QUALIFIED LABORATORY AND SOURCE SAMPLING

(a) The offeror or bidder shall indicate in paragraph (e) below the name and address of the laboratory or laboratories where components or end items will be tested during the course of any resultant contract. Any laboratory proposed by the Contractor is subject to the approval of the Contracting Officer.

(b) The Government quality assurance representative (QAR) will cut samples from a lot at the textile component source and send them for testing to the laboratory cited below. (The acceptability of each lot will be determined through the testing of these samples). In addition, the QAR will simultaneously cut samples from the same rolls of material and send them to the DLA Troop Support laboratory when advised by the DLA Troop Support textile technologist to do so. For end items, duplicate samples will be drawn. Source sampling procedures are detailed further in DLA Troop Support Manual, Quality Systems Requirements, 4155.3, which is incorporated by reference.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(c) The prime Contractor will notify the DLA Troop Support textile technologist (LeNita McCoy at lenita.mccoy@dla.mil) in writing at least ten days in advance when lots are to be presented to allow Government witnessing of testing at the Contractor's laboratory. If the Government intends to witness testing, a representative from the DLA Troop Support laboratory will notify the Contractor's laboratory. In the absence of Government notification, testing should proceed as scheduled.

(d) Should the Contracting Officer withdraw approval of the laboratory proposed by the Contractor during the course of a contract, DLA Troop Support will perform the required testing for up to 30 calendar days from the date of approval withdrawal. The charge for testing will be the DLA Troop Support laboratory's effective cost rate on the date of testing. The Contractor is responsible for securing the services of another laboratory during this period.

(e) Any change in the laboratory (or laboratories) specified below is prohibited unless approved in advance by the Contracting Officer.

Name and Address of Laboratory	Component Identity*	Name and Address of Component Source

* When a single lot of material requires testing by more than one laboratory for different characteristics, list the name of the secondary laboratory and the test characteristics below:

Name and Address of Laboratory	Component Identity*	Test Characteristics

(f) It is solely the prime Contractor's responsibility to schedule laboratory testing and to obtain test reports. The cost of laboratory testing shall also be borne by the prime Contractor.

(g) Shipments of component materials to the prime Contractor need not be deferred pending test results except when shade approval is required (see paragraph (h)). Cutting production lots without a passing laboratory test report on the corresponding samples is done at the Contractor's own risk.

(h) Shade evaluation is acceptance testing. Therefore, component lots may not be shipped to the prime Contractor until the DLA Troop Support laboratory accepts the shade of the material.

SHADE EVALUATION OF CONTRACTOR FURNISHED COMPONENTS

Contracts awarded under this solicitation shall require shade evaluation of Contractor furnished components in

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SECTION I - CONTRACT CLAUSES (CONTINUED)

accordance with the following provisions:

(a) Swatches shall be cut by the Contractor from those pieces or rolls selected by the Government representative. For yard goods, the dimensions of each swatch shall be 4" x 12" while for narrow loom material each swatch shall be a full width and 12" in length. The number of pieces or rolls to be sampled shall be in accordance with the following table:

	Lot Size	Pieces to be sampled
	1 to 8 pieces	Each piece
	9 to 25 pieces	8 pieces
	26 to 90 pieces	20 pieces
	91 to 160 pieces	32 pieces
	over 160 pieces	1 of 5 pieces

(b) The swatches shall be submitted to the Government laboratory for shade evaluation. If any swatches are rejected, the end items made from the rejected component lot shall also be rejected. In these instances, the Contractor shall without cost to the Government, cut additional shade swatches from each remaining piece or roll in the rejected sample lot which was not previously sampled and submit these swatches to the Government for shade evaluation.

(c) Swatches submitted in accordance with (a) and (b) above, shall also be evaluated for uniformity of shade when so specified in section 3 of the fabric specification and when the standard sample is referenced for uniformity of shade.

The color of the test specimen shall match the standard sample viewed using AATCC Evaluation Procedure 9, Option A, with sources simulating artificial daylight D75 illuminant with a color temperature of 7500 (+/- 200) deg K, with illumination of 100 (+/- 20) foot candles, and shall be a good match to the standard sample under incandescent lamplight at 2856 (+/- 200)deg K.

SHADE EVALUATION

Sampling: Notwithstanding any current provisions of the fabric specification, solicitation or contract, the following shade evaluation shall apply. Fabric pieces will be cut by the Contractor from those rolls of fabric selected by the Government Quality Assurance Representative (QAR) in accordance with the table below. Pieces shall be 24 inches by full width for Operation Camouflage Pattern cloth.

Lot Size	No. of Rolls to be sampled
1 to 8 rolls	Each roll
9 to 25 rolls	8 rolls
26 to 90 rolls	20 rolls
91 to 160 rolls	32 rolls
Over 160 rolls	1/5 of total rolls

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Above table applies only to fabric. For components other than fabric, sampling will be as specified in the contract.

The Government representative shall ensure that each fabric piece is cut in half. Each half piece shall be identified with the roll number from which it was cut. A half piece is sent to Natick for evaluation and shall be no smaller than 24" x 30" for OCP. Each piece shall have identifier tags securely attached and a tally list of all the rolls being evaluated shall be included. All DD1222s shall include the contract number in block 3 and vendor email addresses in Box 4 and/or 17. The remaining pieces shall be retained at the Mill for use by the QAR. The Contractor shall send the pieces to be evaluated for shade along with a completed DD1222 to:

US Army Natick Soldier RD&E Center
ATTN: Melanie King/Rachel Matuszek
15 General Green Avenue
Natick, MA 01760
Bldg 5 RM 122
RDNS-SEW-EWC 2 December 2014
SUBJECT: Sampling of Fabric for Shade Evaluation Operational Camouflage
Pattern (OCP)

Completed DD1222s shall be emailed in a Microsoft Word document to Natick at the following email addresses: melanie.a.king14.civ@mail.mil and rachel.l.matuszek.civ@mail.mil

Shade Uniformity: When Section 3 of the fabric specification contains a specific requirement for uniformity of shade and when the standard sample is referenced for uniformity of shade, the pieces submitted in accordance with sampling procedure above shall also be evaluated for uniformity of shade.

Shade Evaluation: If one or more of the shade pieces submitted are found unacceptable, the entire lot shall be rejected. A lot that was rejected for shade may be screened and all rolls in the lot which were found unacceptable for shade shall be removed before such a lot is resubmitted. Resubmitted lots shall again be subjected to the sampling and shade evaluation prescribed herein. This requirement does not negate the Contractor's responsibility to perform shade evaluation prior to submittal of a lot to the Government. Each roll of fabric acceptable for shade from which a shade piece has been removed shall be cut by the Contractor from selvage to selvage so that there will be no evidence of the shade piece cut-out. The portion removed shall not be included in the yardage indicated on the piece ticket. If the Contractor reworks and resubmits rolls originally rejected for shade or finish, it shall not combine the rejected rolls with other lots or with lots rejected for other causes. Such rejected rolls shall be combined to form one resubmitted lot. Each piece shall retain its original piece number, suffixed with an "X". The lot number shall also be suffixed with an "X".

Approval: The Prime Contractor shall not cut the fabric until the fabric has been approved for shade conformance via a DD 1222, or when a lot has failed that it has been accepted under a waiver via a completed DD3440.

FOR SHADE TESTING: THE COMPLETED DD FORM 1222 AND THE SWATCHES SHALL BE FORWARDED TO:
DLA Product Testing Center Analytical
700 Robbins Avenue

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Philadelphia, PA 19111
ATTN: BLDG 5D
EMAIL: PTCVerification@dla.mil
PHONE: 215-737-3210

FOR PHYSICAL (NON-SHADE) TESTING: THE CONTRACTOR'S APPROVED QUALIFIED LABORATORY WILL BE REQUIRED TO FORWARD A COMPLETED TEST REPORT FOR EACH LOT OF COMPONENTS TO THE ADDRESS BELOW. THE QAR WILL FORWARD THE COMPLETED DD FORM 1222. SAMPLES FOR PHYSICAL TESTING WILL ONLY BE FORWARDED UPON REQUEST TO:
DLA Product Testing Center Analytical
700 Robbins Avenue
Philadelphia, PA 19111
ATTN: BLDG 5D
EMAIL: PTCVerification@dla.mil
PHONE: 215-737-3210

THE USE OF ELECTRONIC SUBMISSION OF DD FORM 1222 IS AUTHORIZED.

NOTE: PERMIT 30 WORKING DAYS.

LOT NOTIFICATIONS AND DD1222 TEST REPORTS SHALL BE FORWARDED TO: paactlab@dla.mil

ADDITIONAL INFORMATION FOR ASL: THE ACCEPTABLE SUPPLIER LISTING (ASL) AND QUALIFIED LABORATORY LISTING (QLL) ARE NO LONGER VALID DOCUMENTS AND WILL NOT BE PUBLISHED IN THE FUTURE. THE POINT OF CONTACT FOR QUESTIONS PERTAINING TO LABORATORIES AND SUPPLIERS IS THE PROCUREMENT BUYER, INDICATED IN THE SOLICITATION OR CONTRACT. QUESTIONS SHOULD BE PROVIDED IN WRITING TO THE DESIGNATED BUYER.

LOT NUMBERING WILL BE IN ACCORDANCE WITH MIL-STD-129R WITH CHANGE 3 AND DLA TROOP SUPPORT C&T AQAR.

SUBCONTRACTOR FLOW-DOWN REQUIREMENTS FOR OPERATIONAL CAMOUFLAGE PATTERN (OCP) AND SSIDGEM

(a) Applicability: The restrictions and requirements regarding the handling, commercial sale, and destruction of Scraps, Seconds, Irregulars, Defective Garments, and Extra Material (SSIDGEM) bearing the Operational Camouflage Pattern (OCP), as detailed in Section H of this contract, apply equally to the Prime Contractor and all tiers of subcontractors.

(b) Mandatory Flow-Down: The Prime Contractor shall insert the substance of the Section H clause entitled "HANDLING OF SCRAPS, SECONDS, IRREGULARS, DEFECTIVE GARMENTS, EXTRA MATERIAL (SSIDGEM), AND OTHER PRODUCTS CONTAINING GOVERNMENT-OWNED OPERATIONAL CAMOUFLAGE PATTERN (OCP)" into all subcontracts and purchase orders at any tier where OCP-patterned material will be produced, printed, cut, sewn, handled, or stored.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(c) Prime Contractor Responsibility: The Prime Contractor remains fully responsible and liable for the compliance of all subcontractors regarding OCP intellectual property protection and SSIDGEM destruction. Any unauthorized sale or transfer of OCP material by a subcontractor shall be deemed a material breach of the Prime Contract.

(d) Government Access and Verification: Subcontracts must include language granting the Government Contracting Officer and the designated Quality Assurance Representative (QAR) the right to inspect subcontractor facilities, audit destruction records, and witness the destruction of SSIDGEM at the subcontractor level. The Prime Contractor shall provide copies of subcontracts verifying inclusion of these flow-down requirements within three (3) business days upon request by the Contracting Officer.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this clause:
Executive means officers, managing partners, or any other employees in management positions.
First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.
Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.
Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).
(b) *Requirement*. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.
(c) *Reporting*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:
(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if --
(i) In the Contractor's preceding fiscal year, the Contractor received --
(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).
(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.
(ii) Name of the subcontractor.
(iii) Amount of the subcontract award.
(iv) Date of the subcontract award.
(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
(vi) The subcontract number assigned by the Prime Contractor.
(vii) Subcontractor's physical address.
(viii) Subcontractor's primary performance location.
(ix) The prime contract number, and order number if applicable.
(x) Awarding agency name and code.
(xi) Funding agency name and code.
(xii) Government contracting office code.
(xiii) The applicable North American Industry Classification System code.
(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if --
(i) In the subcontractor's preceding fiscal year, the subcontractor received --
(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).
(d) *Restriction*. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.
(e) *Duration*. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.
(f) *Exceptions.*
(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.
(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.
(g) *Prepopulated data*. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

52.204-21 is deleted and hereby replaced with:

52.240-93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION 2026-O0038) (FEB

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SECTION I - CONTRACT CLAUSES (CONTINUED)

2026)

(a) Definitions. As used in this clause --
Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
Federal contract information --
(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).
Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) *Safeguarding requirements*.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems

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SECTION I - CONTRACT CLAUSES (CONTINUED)

generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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)

(a) *Definition*. As used in this clause --
Commercially available off-the-shelf (COTS) item
(1) Means any item of supply (including construction material) that is -
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.
(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.
(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
(1) The name of the subcontractor.
(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.
(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that --
(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and
(2) Is not a subcontract for commercially available off-the-shelf items.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (DEVIATION 2026-O0038) (FEB 2026)

(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) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.
(c) Exceptions to this prohibition are located at 9.108-3.
(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

52.210-1 Market Research (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definition*. As used in this clause --
Commercial product, commercial service, and nondevelopmental item have the meaning contained in Federal Acquisition Regulation (FAR) 2.101.
(b) Before awarding subcontracts for noncommercial acquisitions, where the subcontracts are over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, the Contractor shall conduct market research to determine, in the following order of priority, whether --
(1) A commercial product or commercial service can meet the agency's requirements;
(2) The requirements could be modified so the agency could use an existing commercial product or commercial service;
(3) A commercial product or commercial service could be modified to meet the agency's requirements; or
(4) The requirement can only be satisfied by a nondevelopmental item.

52.215-2 Audit and Records-Negotiation (DEVIATION 2026-O0038) (FEB 2026)

(a) As used in this clause, *records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
(b) *Examination of costs*. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be

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SECTION I - CONTRACT CLAUSES (CONTINUED)

incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
(c) *Certified cost or pricing data*. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to-
(1) The proposal for the contract, subcontract, or modification;
(2) The discussions conducted on the proposal(s), including those related to negotiating;
(3) Pricing of the contract, subcontract, or modification; or
(4) Performance of the contract, subcontract or modification.
(d) *Comptroller General*.-
(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.
(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating-
(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
(2) The data reported.
(f) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified for contractor record retention in Part 4 of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --
(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
(g)
(1) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and --
(i) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
(ii) For which certified cost or pricing data are required; or
(iii) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.
(2) The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.215-8 Order of Precedence-Uniform Contract Format (DEVIATION 2026-O0038) (FEB 2026)

Any inconsistency in this request for proposal or contract shall be resolved by giving precedence in the following order:
(a) The Schedule (excluding the specifications).
(b) Representations and other instructions.
(c) Contract clauses.
(d) Other documents, exhibits, and attachments.
(e) The specifications.

52.215-23 Limitations on Pass-Through Charges (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this clause-
Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (*e.g.*, processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).
Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).
No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).
Subcontract means any contract, as defined in Federal Acquisition Regulation (FAR)2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
Subcontractor, as defined in FAR part 44, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
(b) *General*. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
(c) *Reporting*. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if-
(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
(d) *Recovery of excessive pass-through charges*. If the Contracting Officer determines that excessive pass-through charges exist;
(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR 31; and
(2) For applicable DoD fixed-price contracts, as identified in 15.110(v)(2)(i)(B), the Government shall be entitled to

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SECTION I - CONTRACT CLAUSES (CONTINUED)

a price reduction for the amount of excessive pass-through charges included in the contract price.
(e) *Access to records*.
(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.
(f) *Subcontracts.*The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.110(v)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-3(a) on the date of subcontract award.

52.216-22 Indefinite Quantity (DEVIATION 2026-O0038) (FEB 2026)

(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 <u>all delivery orders have been fully shipped</u>.

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definition*. *Small business concern*, as used in this clause --
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on

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SECTION I - CONTRACT CLAUSES (CONTINUED)

the factors set forth at 13 CFR 121.103.
(b) *Applicability*. This clause applies only to-
(1) Contracts that have been set aside for small business concerns; and
(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.
(c) *General*.
(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
(2) Any award resulting from this solicitation will be made to a small business concern.

52.219-14 Limitations on Subcontracting (DEVIATION 2026-O0038) (FEB 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that --
(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) *Applicability*. This clause applies only to --
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for --
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract

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SECTION I - CONTRACT CLAUSES (CONTINUED)

performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause --
[*Contracting Officer check as appropriate.*]
☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
☐ By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

52.222-19 Child Labor-Cooperation with Authorities and Remedies (DEVIATION 2026-O0038) (FEB 2026)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-
(1) Israel, and the anticipated value of the acquisition is $50,000 or more;
(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or
(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.
(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.
(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:
(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)
(d) Remedies.
(1) The Contracting Officer may terminate the contract.
(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.
(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (DEVIATION 2026-O0038) (FEB 2026)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed the threshold specified in Federal Acquisition Regulation 22.601-1 on the date of award of this contract, and is subject to 41 U.S.C. chapter 65, the following terms and conditions apply:
(a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
(b) All employees whose work relates to this contract must be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under section 14 of the Fair Labor Standards Act (41 U.S.C. 6508).

52.222-35 Equal Opportunity for Veterans (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this clause-
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.
(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION 2026-O0038) (FEB 2026)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on

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SECTION I - CONTRACT CLAUSES (CONTINUED)

the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 Employment Reports on Veterans (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.
(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-
(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.
€ The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).
(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.
€ The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12 -month period preceding the ending date selected for the report.
(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.
(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038) (FEB 2026)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants

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SECTION I - CONTRACT CLAUSES (CONTINUED)

and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).
(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.
(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
(b) This required employee notice, printed by the Department of Labor, may be-
(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor -Management Standards or Office of Federal Contract Compliance Programs;
(2) Provided by the Federal contracting agency if requested;
(3) Downloaded from the Office of Labor -Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or
(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
(f) Subcontracts.
(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-50 Combating Trafficking in Persons (DEVIATION 2026-O0038) (FEB 2026)

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.
Coercion means-
(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.
Commercial sex act means any sex act on account of which anything of value is given to or received by any person.
Commercially available off-the-shelf (COTS) item --
(1) Means any item of supply (including construction material) that is --
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
Forced Labor means knowingly providing or obtaining the labor or services of a person-
(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
(3) By means of the abuse or threatened abuse of law or the legal process.
Involuntary servitude includes a condition of servitude induced by means of-
(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.
Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.
(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
(ii) Advertising;
(iii) Obtaining permanent or temporary labor certification, including any associated fees;
(iv) Processing applications and petitions;
(v) Acquiring visas, including any associated fees;
(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
(xi) Transportation and subsistence costs-
(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
(B) From the airport or disembarkation point to the worksite;
(xii) Security deposits, bonds, and insurance; and
(xiii) Equipment charges.
(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
(i) Paid in property or money;
(ii) Deducted from wages;
(iii) Paid back in wage or benefit concessions;
(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);
(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.
Severe forms of trafficking in persons means-
(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
United States means the 50 States, the District of Columbia, and outlying areas.
(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not --
(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract;
(3) Use forced labor in the performance of the contract;
(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or

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SECTION I - CONTRACT CLAUSES (CONTINUED)

immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
(5)
(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
(6) Charge employees or potential employees recruitment fees;
(7)
(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that --
(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is --
(A) Legally permitted to remain in the country of employment and who chooses to do so; or
(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
(c) *Contractor requirements*. The Contractor must-
(1) Notify its employees and agents of-
(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(d) *Notification.*
(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of --
(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.
(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in --
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.
(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:
(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.
(1) The Contractor must, at a minimum --
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
(iii) Restrict the Contractor from --
(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
(h) *Compliance plan*.
(1) This paragraph (h) applies to any portion of the contract that --
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $550,000.
(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate --
(i) To the size and complexity of the contract; and
(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:
(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.
(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
(4) *Posting*.
(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.
(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that --
(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
(ii) After having conducted due diligence, either --

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
(i) *Subcontracts*.
(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that --
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $550,000.
(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

52.222-54 Employment Eligibility Verification (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this clause-
Commercially available off-the-shelf (COTS) item --
(1) Means any item of supply that is --
(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.
Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-
(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.
Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
United States, as defined in *8 U.S.C. 1101(a)(38)*, means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.
(b) *Enrollment and verification requirements*.
(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-
(i) *All new employees*.
(A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-
(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.
(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.
(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-
(1) Is for --
(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
(2) Has a value of more than $3,500; and
(3) Includes work performed in the United States.

52.222-62 Paid Sick Leave Under Executive Order 13706 (DEVIATION 2026-O0038) (FEB 2026)
(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2)-
Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.
Employee -
(1)
(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and
(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);
(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;
(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
(2)
(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.
Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.
Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.
Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.
United States means the 50 States and the District of Columbia.
(b) *Executive Order 13706*.
(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.
(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
(c) *Paid sick leave*. The Contractor must-
(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;
(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.
(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
(e) *Withholding*. The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-
(1) Any pay and/or benefits denied or lost by reason of the violation;
(2) Other actual monetary losses sustained as a direct result of the violation; and
(3) Liquidated damages.
(f) *Payment suspension/contract termination/contractor debarment*.
(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.
(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(i) *Recordkeeping*.
(1) The Contractor must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
(i) Name, address, and social security number of each employee.
(ii) The employee's occupation(s) or classification(s).
(iii) The rate or rates of wages paid (including all pay and benefits provided).
(iv) The number of daily and weekly hours worked.
(v) Any deductions made.
(vi) The total wages paid (including all pay and benefits provided) each pay period.
(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).
(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
(xiii) The relevant contract.
(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
(2)
(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.
(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours

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SECTION I - CONTRACT CLAUSES (CONTINUED)

worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
(4)
(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E. O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.
(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.
(j) Interference/discrimination.
(1) The Contractor must not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-
(i) Miscalculating the amount of paid sick leave an employee has accrued;
(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
(iii) Discouraging an employee from using paid sick leave;
(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
(2) The Contractor must not discharge or in any other manner discriminate against any employee for -
(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;
(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;
(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or
(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.
(k) *Notice*. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice

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SECTION I - CONTRACT CLAUSES (CONTINUED)

provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
(l) *Disputes concerning labor standards*. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.
(m) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.223-23 Sustainable Products (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* As used in this clause --
Sustainable product means --
(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).
(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).
(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).
(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).
(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are --
(1) Delivered to the Government;
(2) Furnished for use by the Government;
(3) Incorporated into the construction of a public building or public work; or
(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

52.229-3 Federal, State, and Local Taxes (DEVIATION 2026-O0038) (FEB 2026)

(a) As used in this clause-
After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security

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SECTION I - CONTRACT CLAUSES (CONTINUED)

tax or other employment taxes.
After-relieved Federal tax means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
All applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.
(b)
(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.
(2) Taxes imposed under 26 U.S.C. 5000C may not be-
(i) Included in the contract price; nor
(ii) Reimbursed.
(c) The Government will increase the contract price by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
(d) The Government will decrease the contract price by the amount of any after-relieved Federal tax.
(e) The Government will decrease the contract price by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
(f) The Government will not adjust the contract price under this clause unless the amount of the adjustment exceeds $250.
(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
(h) The Government will, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.233-1 Disputes (DEVIATION 2026-O0038) (FEB 2026)

(a) Definitions. As used in this clause-
Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Failure to certify must not be deemed to be a defective certification.
(b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
(c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.
(d)
(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.
(2)
(i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.
(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
(iii) The certification must state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
(f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.
(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
(h)
(1) The Government must pay interest on the amount found due and unpaid from the date that-
(i) The Contracting Officer receives the claim (certified, if required); or
(ii) Payment otherwise would be due, if that date is later, until the date of payment.
(2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.
(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract. The Contractor must comply with any decision of the Contracting Officer.

52.233-2 Service of Protest (DEVIATION 2026-O0038) (FEB 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(End of provision)

52.233-3 Protest after Award (DEVIATION 2026-O0038) (FEB 2026)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either --
(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if --
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION 2026-O0038) (FEB 2026)

United States law will apply to resolve any claim of breach of this contract.

52.243-1 Changes-Fixed-Price (DEVIATION 2026-O0038) (FEB 2026)

(a)
(1) At any time, the Contracting Officer may issue a written order making changes within the scope of this contract related to:
(i) Drawings, designs, or specifications which require special manufacturing of supplies for the Government,
(ii) The method of shipment or packing, or
(iii) Place of delivery.
(2) If there are any sureties, the Contracting Officer does not need to notify them of a written order.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(b) Whether or not changed by the order, if any of the changes cause an increase or decrease in the cost of, or the time required for, performance of the work under this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
(d) If the Contractor's proposal includes the cost of property made obsolete or has become excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.248-1 Value Engineering (DEVIATION 2026-O0038) (FEB 2026)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.
(b) *Definitions*.
Acquisition savings, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-
(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.
Collateral costs means agency costs of operation, maintenance, logistic support, or Government-furnished property.
Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
Contracting office includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.
Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-
(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
(2) To the calculation of a lump-sum payment, which cannot later be revised.
Government costs, as used in this clause, means those agency costs that result directly from developing and

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SECTION I - CONTRACT CLAUSES (CONTINUED)

implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.
Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.
Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.
Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.
Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.
Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.
Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.
Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.
Value engineering change proposal (VECP) means a proposal that-
(1) Requires a change to this, the instant contract, to implement; and
(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics;*provided*, that it does not involve a change-
(i) In deliverable end item quantities only;
(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
(iii) To the contract type only.
(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
(3) Identification of the unit to which the VECP applies.
(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.
(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

evaluation and operating and support costs.
(6) A prediction of any effects the proposed change would have on collateral costs to the agency.
(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
(e) Government action.
(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
(f) *Sharing rates*. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-
(1) This contract's type (fixed-price, incentive, or cost-reimbursement);
(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and
(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings (Figure in Percent)

Contract Type	Sharing arrangement: Incentive (Voluntary)		Sharing arrangement: Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	15	15

* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
** Same sharing arrangement as the contract's profit or fee adjustment formula.
*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.
(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
(h) *Contract adjustment*. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-
(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
(i) Fixed-price contracts-add to contract price.
(ii) Cost-reimbursement contracts-add to contract fee.
(i) Concurrent and future contract savings.
(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-
(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
(ii) Multiplying the result by the Contractor's sharing rate.
(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-
(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
(iii) Multiplying the result by the Contractor's sharing rate.
(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.
(5) *Alternate no-cost settlement method*. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
(j) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
"These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."
If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

52.253-1 Computer Generated Forms (DEVIATION 2026-O0038) (FEB 2026)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.240-7997 NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2026-O0025) (FEB 2026)

(a) *Definitions.*

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

High Assessment means an assessment that is conducted by Government personnel, trained in accordance with DoD policy and procedures, using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that --

(1) Consists of --

(i) A review of a contractor's previous assessment(s), as applicable;

(ii) A thorough document review;

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

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

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

Medium Assessment means an assessment conducted by Government personnel, trained in accordance with DoD policy and procedures, using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that --

(1) Consists of --

(i) A review of a contractor's previous assessment(s), as applicable;

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

(ii) A thorough document review; and

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

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

(b) *Applicability*. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements*. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, using the methodology described at 32 CFR 170.24, if necessary. The results of Medium or High NIST SP 800-171 DoD Assessments, when conducted by DCMA, will take precedence over any other assessment, in accordance with 32 CFR 170.16(a)(1)(iv), 32 CFR 170.17(a)(1)(iv), and 32 CFR 170.18(a)(1)(iv).

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

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

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

(ii) Organization conducting the assessment, *i.e.,* DCMA.

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

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

(v) Summary level score (overall numerical score, not the individual value assigned for each requirement).

(vi) Date that all requirements are expected to be implemented based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

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

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

rebut the findings that may be of question.

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

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

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

(g) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

FAR 52.204-23, -25, -27, -28, and -30 are hereby deleted and replaced with:
52.240-91 Security Prohibitions and Exclusions (DEVIATION 2026-O0038) (FEB 2026)
(a) *Definitions.* As used in this clause --
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means --
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Critical technology means --
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled --
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act --covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Information technology, as defined in 40 U.S.C. 11101(6) --
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that

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SECTION I - CONTRACT CLAUSES (CONTINUED)

requires the use --
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following --
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that --
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.
Kaspersky Lab-covered entity means --
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency --
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not

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SECTION I - CONTRACT CLAUSES (CONTINUED)

include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing --
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act -- covered foreign entities.
(1) Prohibition. The Contractor is prohibited from --
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act -- covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.
(1) *Certain telecommunications and video surveillance equipment, systems, or services*.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using --
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) *Office of Foreign Assets Control Restrictions*.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) *Iran prohibitions*.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor

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SECTION I - CONTRACT CLAUSES (CONTINUED)

shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S. C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $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 according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) *Governmentwide exclusion and removal orders*.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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 contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply 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.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) *New FASCSA orders report*.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for

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SECTION I - CONTRACT CLAUSES (CONTINUED)

acquiring commercial products or commercial services.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

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

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 (NOV 2015) FAR

As prescribed in 9.108-5(a), insert the following provision:

(a) *Definitions*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(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 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020) FAR

As prescribed in 9.104-7(a), insert the following provision:

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [ ] have not [ ] ,within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
(ii) The Offeror has [ ] has not [ ] , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

(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 Central Contractor Registration database via https://www.acquisition.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 (FEB 2016) FAR

As prescribed in 9.104-7(d), insert the following provision:

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that --

(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)

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)

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

As prescribed in 204.2105 (a), use the following provision:

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

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

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

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (MAY 2021) DFARS

As prescribed in 204.2105 (b), use the following provision:

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services --Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.
(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.
(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services --Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:
The Offeror represents that it [ ] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.
(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:
(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(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

CONTINUED ON NEXT PAGE

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:
(i) The standard assessed (*e.g.,* NIST SP 800 -171 Rev 1).
(ii) Organization conducting the assessment, *e.g.,* DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
(iv) A brief description of the system security plan architecture, if more than one system security plan exists.
(v) Date and level of the assessment, *i.e.,* medium or high.
(vi) Summary level score (*e.g.,* 105 out of 110, not the individual value assigned for each requirement).
(vii) Date that all requirements are expected to be implemented (*i.e.,* a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.
(3) *Accessibility.* (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
(iii) A High NIST SP 800 -171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (*e.g.,* Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

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

As prescribed in 4.2105(a), insert the following provision:
The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services . The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.
(a) *Definitions.* As used in this provision-
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(d) *Representations.* The Offeror represents that --
(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --
It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment --
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(ii) For covered services --
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment --
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
(ii) For covered services --
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (OCT 2020) FAR

As prescribed in 4.2105(c), insert the following provision:
(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- REPRESENTATION AND DISCLOSURES (DEC 2023) FAR

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS---CERTIFICATION (NOV 2021) FAR

As prescribed in 9.109-5 , insert the following provision:
(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined at FAR 2.101.
(b) Certification. [Offeror shall check either (1) or (2).]
[ ] (1) The Offeror certifies that --
(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and
(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or
[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.
(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
(d) Do not submit an offer unless --
(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has --
(i) Waived application under U.S.C. 2593e(d) or (e); or
(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).
(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Proposals will be evaluated for both technical merit and price reasonableness following the evaluation procedures in **section "M"** of this solicitation. Instructions are provided below to assist you in preparing a complete technical proposal. To provide full consideration of your qualification for contract award, you are encouraged to ensure that the information furnished in support of your technical proposal 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

CONTINUED ON NEXT PAGE

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

deliver on time while consistently providing a quality product will receive more favorable consideration than those who do not.

The Government reserves the right to verify the information provided for evaluation purposes. Offerors are required to submit a proposal consisting of **1) Product Demonstration Model, 2)Past Performance information and 3) a completed and signed copy of the solicitation.** All proposals must be received before the solicitation's closing date and time. Unless an exception applies, failure to furnish a complete proposal by the date and time specified in the solicitation will result in an offeror's proposal being rejected as untimely. Failure to provide the information requested may render the offeror's proposal technically unacceptable.

Cost and Pricing Data: A full cost and pricing proposal is not required; however, the offeror may be required to submit information other than cost and pricing data during discussions if deemed necessary. Therefore, offerors are cautioned to retain price proposal worksheets, vendor quotations, and related support information.

INSTRUCTIONS TO OFFERORS:

(1) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation. To be considered acceptable, the offeror's technical proposal must provide, at a minimum, the information requested in Section L. Failure to provide the information requested by any of the technical evaluation factors identified in Section L may be considered a “no response” and a rating of “unacceptable” will be given to the applicable factor, sub-factor, element or sub-element. Offerors are advised to indicate, when appropriate, that they have no relevant past performance.

(2) You are required to prepare and submit your proposal aligned with the evaluation factors specified in Section M of the solicitation to facilitate government review and evaluation. Continuation sheets shall clearly identify the solicitation number and your firm's name on each page. Offered prices must be annotated in **Section B: Schedule of Supplies/Services** of the solicitation. 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.

INSTRUCTIONS TO OFFERORS

EVALUATION CRITERIA:

1. FACTOR 1 - PRODUCT DEMONSTRATION MODEL

INSTRUCTIONS FOR SUBMITTING PRODUCT DEMONSTRATION MODELS (PDM) TO DLA TROOP SUPPORT

The Offerors are required to submit a Product Demonstration Model (PDM) for each proposed Place of Performance (PoP).

(a) The offeror shall submit a PDM and complete test report of the basic shell material, 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. Model shall be made from the same lot of basic cloth. PDMs will be returned at the offeror's request and expense so long as the PDM is 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

CONTINUED ON NEXT PAGE

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

of award. If the contractor fails to respond within the timeframe, the Government will dispose of the PDM.

ITEM	**NUMBER REQUIRED**	**SIZE**
0001	1 Jacket	Medium-Reg

8415-01-641-1640

PDM SHALL BE MADE IN ACCORDANCE WITH GL/PD-06-05B, JACKET, SOFT SHELL COLD WEATHER, DATED 9, March 2015 - PATTERN DATE: 7 MAY 2010. PDM MUST BE SUBMITTED IN ACCORDANCE WITH THE SIZE LISTED ABOVE.

0002 BASIC SHELL MATERIAL - COMPLETE TEST REPORT* indicating conformance to the physical requirements specified in GL-PD 06-05B in Table VIII.

*NOTE: TEST DATA OF ALL REQUIRED CHARACTERISTICS SHALL BE SUPPLIED I/A/W item 0002. TEST REPORT MUST SHOW DATE OF TEST WHICH IS NOT MORE THAN ONE YEAR PRIOR TO OPENING OF THE SOLICITATION.

*THE TEST REPORT FOR THE CLOTH **MUST** BE A COMPLETE PASSING TEST REPORT OF ALL CHARACTERISTICS OF THE BASIC SHELL MATERIAL - THE REPORT(S) SHALL BE FROM EITHER ONE OF THE FOLLOWING LABORATORIES:

DSCC, 700 ROBBINS AVENUE, BUILDING 5D, PHILADELPHIA, PA, 19111

US ARMY NATICK SOLDIER CENTER, 15 GENERAL GREEN AVENUE, NATICK, MA 01760

OR AN ISO 9001:2000 CERTIFIED FACILITY (CERTIFICATION LETTER TO BE INCLUDED).

(b) Models will be evaluated for conformance to the visual, dimensional, and manufacturing operations for requirements of the specification/commercial product description. The offeror shall produce both the Product Demonstration Model and the production quantity at the same facility and certifies to this effect by their submission of the Product Demonstration Model. Failure of models to conform to all requirements of the specification or commercial product description may result in an unfavorable evaluation of the offer. Failure to furnish models by the time and date specified in the solicitation may be cause for rejection if not otherwise acceptable under the provisions for considering late offers.

(c) Products delivered under any resultant contract shall conform to the specification. Approval of the PDM as part of the technical proposal does not relieve the potential awardee from the requirements of the specification of the RFP. Additionally, approved PDMs will not serve as a manufacturing standard.

(d) The use of alternate materials is not permitted. All materials must be made in accordance with the basic fabric requirements of Specification GL/PD-06-05B dated 9 March 2015.

(e) The offeror **is not permitted to utilize alternate manufacturing operations** or change the construction/design of the jacket. PDM must be manufactured I/A/W applicable specifications. Manufacturing operations for the placement of labels must be completed to indicate compliance with the label requirements. The label need not be printed for the purpose of the PDM, however, the end item PDM size must be indicated.

CONTINUED ON NEXT PAGE

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

Product descriptions and patterns for the Layer 5 Jacket are available at https://www.dla.mil/Troop-Support/Clothing-and-Textiles/Industry-Support/Spec-Request/.

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 SUBMITTED; THEREFORE, THE OFFEROR MUST FURNISH ITS BEST EFFORT AT THIS TIME. CORRECTIONS OF THE PDM WILL NOT BE ACCEPTED BY THE GOVERNMENT.

2. FACTOR 2 - PAST PERFORMANCE CONFIDENCE ASSESSMENT

There are three aspects to the past performance evaluation: recency, relevancy (including context of data) and quality (including general trends in contractor performance and source of information). The Government will consider the past performance for the primary offering entity CAGE code as well as the past performance of the CAGE codes listed as proposed places of performance. **Past Performance will be evaluated by using SPRS contract data and past performance for Federal Supply Classes (FSCs) 8405, 8410, and 8415. The past performance will be evaluated by using SPRS contract data for the offeror's CAGE code and the places of performance CAGE codes, as well as information provided by offeror(s) regarding contract performance not included in SPRS. The Government may also evaluate information obtained from other Government Sources such as customer surveys.** In addition, past performance information submitted by the offeror will also be evaluated.

(a) Aspect (a)-Recency: Recency is general 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, prospective offers are invited to submit past performance information over the last three (3) years preceding the solicitation's closing date, regardless of the contract type (commercial or government). Recency will be assigned an adjectival rating of “Recent” or “Not Recent.”

Past performance recency will be evaluated by using SPRS contract data and past performance for Federal Supply Class (FSC) 8405, 8410, and 8415. If a vendor does not have any SPRS contract data, submit below information. Vendors with SPRS contract data may also provide the information below. If no information exists for the offeror's CAGE code as well as the proposed places of performance CAGE code, a neutral rating will be assigned. The CAGE code for all places of performance proposed on subject solicitation must be listed in the offer.

The offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity within three (3) 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).

(b) Aspect (b)-Relevancy: Determines how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, and contract type. Relevancy will be assigned an adjectival rating of “Very Relevant”, “Relevant”, “Somewhat Relevant”, “Neutral”, or “Not Relevant.”

Past performance relevancy will be evaluated by using SPRS contract data and past performance for FSCs 8405, 8410, and 8415. If a vendor does not have any SPRS contract data, submit below information. Vendors with SPRS

CONTINUED ON NEXT PAGE

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

contract data may also provide the information below. If no information exists for the offeror's CAGE code as well as the proposed places of performance CAGE code, a neutral rating will be assigned. For each contract identified in response to paragraph (a) above, the offeror shall provide:

a.) Contract number or other identification.

b.) Contract holder name and address or Government activity name and address.

c.) Contract points of contact and telephone number.

d.) Total contract length.

e.) Starting and Ending Dates of Contract

f.) Contract type (e.g., Purchase Order, long term contract, TLS-type contract (i.e., defined as an indefinite delivery/indefinite quantity contract under which the contractor manages numerous delivery orders for a variety of products and provides advanced distribution capabilities), etc.).

g.) Annual Dollar Value.

h.) Sample listing of the items provided.

i.) Brief description of the item(s), including the National Stock Number (NSN) and specification number, if applicable.

j.) Brief explanation of how the items are similar in construction/complexity to the item 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.

k.) Were there any extraordinary actions to satisfy customer needs? (be specific)

(c) Aspect (c)-Quality of Past Performance: Used to establish the offeror's overall quality of past performance by gathering information on how well an offeror performed those past contracts, to include quality of products, on-time deliveries, and compliance with surge and sustainment requirements.

a. Element (i) - Past Quality of Item: The offeror shall describe the quality of items delivered in the three (3) years preceding the solicitation closing date. 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 it was the offeror's fault or subject to mitigating circumstances.

Past Quality will also be evaluated by using your SPRS contract data and past performance for FSCs 8405, 8410, and 8415. If a vendor does not have any SPRS contract data, submit below information. Vendors with SPRS contract data may also provide the information below. If no information exists for the offeror's CAGE code as well as the proposed places of performance CAGE code, a neutral rating will be assigned. For each contract identified in response to paragraph (a) above, the offeror shall provide:

- Contract number or other identification.
- Contract holder name and address or Government activity name and address.

CONTINUED ON NEXT PAGE

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

- Contract points of contact and telephone number.
- Total contract length.
- Starting and Ending Dates of Contract
- Contract type (e.g., Purchase Order, long term contract, TLS-type contract (i.e., defined as an indefinite delivery/indefinite quantity contract under which the contractor manages numerous delivery orders for a variety of products and provides advanced distribution capabilities), etc.).
- Annual Dollar Value.
- Sample listing of the items provided.
- Problems or discrepancies (i.e. shortages, overages, damage, defects, incorrect shipments, etc.) encountered during performance and a brief description of how these problems were handled as well as the urgency involved, timeliness of the response/action, and the corrective action taken.
- S&S Past Performance History: The quality and extent of the offeror's historical surge support performance will be considered as part of the overall past performance evaluation. In the absence of, or in addition to, historical S&S capability support, the contracting officer may consider other relevant performance history that demonstrates the offeror's ability to respond to and sustain higher than normal production rates and/or faster than normal delivery requirements.

b. Element (ii) - Past Delivery Performance

Delivery performance will be evaluated **by using SPRS score ONLY for FSCs 8405, 8410, and 8415**. If a vendor does not have a score, submit the information below. Vendors with SPRS contract data may also provide the information below. If no SCORE exists for the offers CAGE code as well as the proposed places of performance CAGE code a neutral rating will be assigned.

For each contract identified in response to paragraph (i) and (ii) 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 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 the problem was the offeror's fault, otherwise excusable or subject to mitigating circumstances.

SPRS is the Department of Defense's single, authorized application to retrieve suppliers' performance information. SPRS is web-enabled enterprise application that gathers, processes, and displays data about the performance of suppliers. The Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 213.1 requires Contracting Officers to consider this data for supply contracts valued at less than or equal to $1 million.
SPRS compiles supplier's past performance data in areas of product delivery and quality to determine risks and creates a supplier risk score used by procurement specialists. The quality and delivery classifications identified for a supplier in SPRS will be used by the Contracting Officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of the solicitation under the past performance evaluation factor.

NOTE: Supplier Risk Performance System (SPRS) DLA is one of many agencies using the DoD Supplier Performance Risk System (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

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

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.

c. Element (iii) - Surge & Sustainment Past Performance History

Note: The Government reserves the right to consider more recent past performance (beyond the date of solicitation closing until the time of award).

PRICE: A full cost and pricing proposal is not required; however, the offeror may be required to submit cost and pricing data during discussions. Therefore, offerors are cautioned to retain price proposal worksheets, vendor quotations, and related support information.

Offerors' proposal shall be submitted as outlined in this solicitation. Offerors shall return a completed and signed copy of the solicitation. To complete the solicitation, offerors must provide a response to all clauses/provisions marked with "fill-ins." This includes but is not limited to the following: 52.215-6 Place of Performance; Procurement Note Identification of Qualified Laboratory and Source Sampling; DFARS 252.217-7026 Identification of Sources of Supply; and E06 Inspection and Acceptance at Origin. Offerors are then to provide their pricing in Section B, and sign and date the solicitation on page one (1).

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024) FAR

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

252.204-7025 NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025) DFARS

(a) *Definitions.* As used in this provision, *controlled unclassified information (CUI), current, Cybersecurity Maturity Model Certification (CMMC) status, Cybersecurity Maturity Model Certification unique identifier (CMMC UID),Federal contract information (FCI),* and *Plan of action and milestones* have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.
(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level.* The CMMC level required by this solicitation is: *[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)].* This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.
(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation --
(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) at the CMMC level required by paragraph (b)(1) of this provision; and
(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.
(c) *Plan of action and milestones.* If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.
(d) *CMMC unique identifiers.* The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

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

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (NOV 2021) FAR

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

As prescribed in 16.105 , complete and insert the following provision:
The Government contemplates award of a **FIRM, FIXED-PRICE, INDEFINITE DELIVERY/ INDEFINITE QUANTITY** contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) FAR

L27 ADDITION AND DELETION OF ITEMS (AUG 2017)

L06 AGENCY PROTESTS (DEC 2016)

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

As prescribed in 52.107(a), insert the following provision:
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
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 provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020) FAR

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

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

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation Is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

52.233-2 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 **kimberly.brown@dla.mil**. [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

SECTION M
EVALUATION FACTORS/CRITERIA FOR AWARD:

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Reference clause 52.216-27 SINGLE OR MULTIPLE AWARDS:

The Government intends to make __1_ award.

The solicitation will be issued one Tier term contract with an 18-month ordering period. This procurement will be set aside for Total Small Business Concerns. Best Value, tradeoff source selection procedures will be used I/A/W FAR 15.101-1.

The Government will make an award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government, cost or price, and other evaluation factors considered. The Government will award a contract only to a vendor whose technical proposal establishes that they can meet the requirements of the Government. For this solicitation, all evaluation factors other than cost or price, when combined, are -

[ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

[ ] approximately equal to cost or price.

[X] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.

Technical Evaluation Criteria:

1. **Factor 1 - Product Demonstration Model (PDM)***

Group A: Examination of end item
a. Manufacturing Operations
b. Visual Examination
c. Dimensional Examination

**The subfactors above are of equal importance. *Subfactors (a, b, and c) listed under Group A are each given an "adjectival" rating under the rating system. An "unacceptable" rating in any subfactor will result in an overall "unacceptable" rating for the PDM.*

Group B: Complete Test Data Report, Basic Shell Material IAW GL/PD-06-05B, Table VIII

**The test report will be given an "acceptable/unacceptable" rating. An "unacceptable" rating will result in an OVERALL "unacceptable" rating for the PDM and no further evaluation will be performed on the proposal.*

Adjectival Rating Definitions of Product Demonstration Model

*Note: Applies to each subfactor and overall

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

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

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
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."

2. Factor 2 - Past Performance Confidence Assessment**

a. Recency
b. Relevancy of Prior Contracts
c. Quality of Past Performance
    i. Past Quality of Items
    ii. Past Delivery Performance

***NOTE:*
Aspects a, b, c, and d, are of equal importance. Furthermore, only the past performance that is determined to be "Very Relevant," "Relevant," and "Somewhat Relevant" will be evaluated for the Recency and Quality of Past Performance subfactors. The Past Quality of Items, Past Delivery Performance, and S&S Past Performance History elements are of equal importance. These three (3) elements will be combined to form Aspect c (Quality of Past Performance). Aspects a, b, and c of the Past Performance Confidence Assessment will be combined to form a Past Performance Confidence Assessment Rating.

Adjectival Rating Definition of Past Performance Confidence Assessment

Aspect (a) - Recency:

Recent
Offerors' past performance during the three (3) 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 (3) years prior to the closing date will be considered "not recent" and will not be further evaluated for relevancy or quality of products and services.

Aspect (b) - Relevancy of Prior Contracts
Since the anticipated offerors have varying degrees of relevant past performance as it relates to these items, the Government will utilize the following rating scale to evaluate the relevancy of prior contracts:

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

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

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.

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

Aspect (c) - Quality of Past Performance:
Contracts/subcontracts determined to “Very Relevant”, “Relevant”, or “Somewhat Relevant” will be evaluated for three (3) elements, Past Quality of Items, Past Delivery Performance, and S&S Past Performance History, according to the following ratings and descriptions. A rating will be assigned for each element, and those will be combined to arrive at an overall rating for this aspect.

The following adjectival rating symbology will be utilized to evaluate the elements and overall aspect of Quality of Past Performance.

Outstanding
The offeror's past performance record indicates the offeror consistently meets contract requirements and exceeds many to the Government's or other customers' benefit. 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 contract requirements and exceeds some to the Government's or other customers' benefit. 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 satisfactory.

Marginal
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.

Unacceptable
The offeror's past performance record indicates that the offeror has not met most contractual requirements, recovery was not accomplished in a timely manner and proposed corrective actions appear or were ineffective.

Neutral

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

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

Past Performance Confidence Assessment Ratings:
(overall rating of factor 2)

Ratings and evaluations for the subfactors Recency, Relevancy of Prior Contracts, and Quality of Past Performance will be combined to arrive at a single overall rating for Factor 2-Past Performance Confidence Assessment. This factor will be evaluated according to the following ratings and descriptions.

The above past performance sub-factors shall be combined to form a Confidence Assessment Rating that will capture the recency and relevancy of past performance as well as how well the prospective offeror performed on prior contracts. Past Performance Confidence Assessment will be rated based on the following adjectival ratings: “Substantial Confidence”, “Satisfactory Confidence”, “Neutral Confidence”, “Limited Confidence”, and “No Confidence.”

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.

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.

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.

Neutral Confidence (Unknown)
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 favorably or unfavorably on the factor of past performance.

Price Evaluation:

Price shall be evaluated but no adjectival ratings shall be utilized for evaluating an offeror's proposed price. The PCO shall make a determination of whether the price is fair and reasonable in accordance with FAR 15.305(a)(1). An offer may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the Government. For evaluation purposes, the total evaluated price will be determined by the multiplication of the tier unit price by the Annual Estimated Quantity (AEQ).

A written notice of award, or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)