SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912EF26RA003	04 DEC 2025

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	PRESTON JONES	(509) 527-7206	04 FEB 2026 05:00 PM

9. ISSUED BY CODE W912EF

US ARMY ENGINEER DISTRICT WALLA WAL
KO CONTRACTING DIVISION, 201 NORTH 3RD AVE
WALLA WALLA, WA 99362-1876
UNITED STATES
PRESTON JONES, EMAIL: PRESTON.E.JONES@USACE.ARMY.MIL
TELEPHONE: (509) 527-7206

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 335311

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE CONTINUATION

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Solicitation/Contract Form Continuation

LGA Spare Transformers

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

FAR 52.216-XX Economic Price Adjustment- Indices of Labor and Materials APR 2025

(a) General. This clause provides for the upward and downward adjustment of the contract price based on changes in specified economic indices applicable to significant cost elements involved in the manufacture of the power transformer(s) procured under this contract. This adjustment mechanism shall be applied independently to each Contract Line-Item Number (CLIN) identified in the contract schedule as being subject to this clause. Adjustments under this clause are limited to the effects of changes in the specified indices on the identified cost elements for the applicable CLIN and shall not apply to the Contractor's profit margin or other fixed costs not identified herein.

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

(1) "Adjustable Cost Elements" means the specific categories of labor and material identified in paragraph (c) of this clause, which represent significant portions of the transformer manufacturing cost susceptible to price volatility.

(2) "Base Period Index (BPI)" means the specific index value for an Adjustable Cost Element effective for the month of contract award, as published by the source identified in paragraph (c).

(3) "Current Period Index (CPI)" means the specific index value for an Adjustable Cost Element effective for the month occurring 5-months before the initial transformer factory acceptance testing, as published by the source identified in paragraph (c). Should an index be discontinued or its basis substantially altered during the contract period, the parties shall mutually agree in writing upon an appropriate substitute index that reasonably reflects the cost changes of the element concerned.

(4) "Weighting Factor (W)" means the percentage portion of the original price of a CLIN subject to this clause attributable to a specific Adjustable Cost Element, as specified in the table in paragraph (c). The sum of all Weighting Factors for a given CLIN represents the total portion of that CLIN's price subject to adjustment under this clause and shall not exceed 65 percent.

(5) "Original CLIN Price" means the firm-fixed price established at contract award for a specific CLIN subject to this clause.

(c) Adjustable Cost Elements, Indices, and Weights. Price adjustments under this clause are limited to the following cost elements for each applicable CLIN, utilizing the specified full published precision indices and weighting factors derived from analysis of typical cost structures for transformers of the specified type and agreed upon prior to contract award:

Adjustable Cost Element	Index Source & Specific Code/Series ID	Weighting Factor (W) (%)	Base Period Index (BPI) Value and Date

Core Steel	Index Name: Producer Price Index (PPI) by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip Series ID: WPU101707 Source: U.S. Bureau of Labor Statistics (BLS)	20%	Determined using award month
Carbon Steel	Index Name: Producer Price Index (PPI) by Commodity: Metals and Metal Products: Hot Rolled Steel Bars, Plates, and Structural Shapes Series ID: WPU101704 Source: U.S. Bureau of Labor Statistics (BLS)	5%	Determined using award month
Copper Conductor (Windings)	Index Name: Producer Price Index (PPI) by Commodity: Metals and Metal Products: Copper Wire and Cable Series ID: WPU10260314 Source: U.S. Bureau of Labor Statistics (BLS)	15%	Determined using award month
Specialized Labor (Power Transformer Manufacturing)	Index Name: Employment Cost Index (ECI), Index, Total Compensation, for private industry workers, Manufacturing Series ID: CIU2013000000000I Source: U.S. Bureau of Labor Statistics (BLS)	25%	Determined using award month
	Total Weighted Portion (per CLIN):	65%	

(d) Calculation and Application of Adjustment.

(1) Price adjustments shall be calculated for each applicable CLIN upon completion of successful factory acceptance testing of all transformers for the CLIN. The Contractor shall submit a request for adjustment per CLIN with supporting index data.

(2) For each Adjustable Cost Element listed in paragraph (c) applicable to the CLIN being adjusted, the percentage change in the applicable index shall be calculated as:

Index Change = ((CPI - BPI) / BPI)

(3) The adjustment amount attributable to each element for the relevant period for the specific CLIN shall be calculated as:

Element Adjustment = (Original CLIN Price) * W * (Index Change)

If the CLIN involves multiple units, this calculation applies to the price of the unit(s) being adjusted in that period.

(4) The total price adjustment for the CLIN for the period shall be the sum of the individual Element Adjustments calculated. However, no adjustment (upward or downward) shall be made for any single adjustment period for a given CLIN unless the absolute value of the calculated total price adjustment for that CLIN exceeds 3% of the Original CLIN Price. Furthermore, the cumulative total upward adjustment under this clause for any single CLIN over the entire contract term shall not exceed 15% of the Original CLIN Price. There is no contractual limit on cumulative downward adjustments for any CLIN.

(5) All calculations under this clause shall use the full published precision of the specified index values. Intermediate calculations, including index ratios and weighted changes, shall be carried out to at least three (3) decimal places to maintain precision. The final calculated adjustment amount to be applied to the total CLIN price shall be rounded to two (2) decimal places (U.S. cents). If individual unit prices are adjusted, they shall be rounded to match the number of decimal places shown for the original unit price in the contract schedule.

(6) Upon verification of the calculations and index data by the Contracting Officer, and provided the trigger threshold in (d)(4) is met for the CLIN, the price of the affected CLIN(s) shall be modified accordingly via supplemental agreement, subject to the cumulative cap defined in (d)(4). Adjustments shall be applied to payments for the relevant CLIN prospectively to future payments for that CLIN.

(e) Data Verification. The Contracting Officer reserves the right to request reasonable supporting documentation from the Contractor to verify index applicability or calculations. Index data used shall be from the official publication of the identified source.

(f) Disputes. Any dispute arising under this clause shall be resolved in accordance with the Disputes clause (FAR 52.233-1) of this contract.

(End of clause)

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Design and Manufacture Three (3) T1 164,000/218.666 kVA; 500 kV high-voltage winding, 13.2-13.2 kV low-voltage windings; cooling class ONAN/ONAF; single-phase GSU power transformers, complete. This includes accessories. Payment will be made by the following breakdown: Design (Includes CAD Plans) Manufacture - 15% Tank production - 20% Winding production - 20% Core production -	1	Job		

	20% Assembly - 20% Test - 5% THIS CLIN IS SUBJECT TO ECONOMIC PRICE ADJUSTMENT. SEE ECONOMIC PRICE ADJUSTMENT- INDICES OF LABOR AND MATERIALS CLAUSE FOR MORE DETAILS. General Specification Number: 6120 Product Service Code: 6120 Pricing Arrangement: Fixed Price with Economic Price Adjustment - Cost Indexes				
0002	Deliver Three (3) T1 transformers and accessories complete from the manufacturing facility to Little Goose Dam power plant storage yard. Off-load, move, reassemble, and test the transformers, and accessories at the Little Goose power plant storage yard. General Specification Number: 6120 Product Service Code: 6120 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Furnish All: T1 Spare Parts, as well as As-Built, Shop and Record Drawings. General Specification Number: 6120 Product Service Code: 6120 Pricing Arrangement: Firm Fixed Price	1	Job		
0004	Design and Manufacture Two (2) T2 82,000/109,334 kVA; 500 kV high-voltage winding, 13.2-13.2 kV low-voltage windings; cooling class ONAN/ONAF; single-phase GSU power transformers, complete. This includes accessories. Payment will be made by the following breakdown: Design (Includes CAD Plans) Manufacture - 15% Tank production - 20% Winding production - 20% Core production - 20% Assembly - 20% Test - 5% THIS CLIN IS SUBJECT TO ECONOMIC PRICE ADJUSTMENT. SEE ECONOMIC PRICE ADJUSTMENT- INDICES OF LABOR AND MATERIALS CLAUSE FOR MORE DETAILS. General Specification Number: 6120 Product Service Code: 6120 Pricing Arrangement: Fixed Price with Economic Price Adjustment - Cost Indexes	1	Job		
0005	Deliver Two (2) T2 transformers and accessories complete from the manufacturing facility to Little Goose Dam power plant storage yard. Off-load, move, reassemble, and test the transformers, and accessories at the Little Goose power plant storage yard. General Specification Number: 6120 Product Service Code: 6120 Pricing Arrangement: Firm Fixed Price	1	Job		

0006	Furnish All: Spare T2 Parts, as well as As-Built, Shop and Record Drawings. General Specification Number: 6120 Product Service Code: 6120 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

Requirements
T1/T2 Spare Transformers for the LSR Plants

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Technical Specifications DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See Technical Specifications DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: See Technical Specifications DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: See Technical Specifications DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
	Inspection and Acceptance Location

0005	Both Destination Instructions: See Technical Specifications DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0006	Inspection and Acceptance Location Both Destination Instructions: See Technical Specifications DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES

Continuation of Deliveries or Performance

Delivery On Or Before
Delivery Date 31 Mar 2030

Party to Pay Transportation Cost: Contractor

Point Type: Destination

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery On Or Before Delivery Date 31 Mar 2030	1 Job	Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES	FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0002	Delivery On Or Before Delivery Date 31 Mar 2030	1 Job	Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES	FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0003	Delivery On Or Before Delivery Date 31 Mar 2030	1 Job	Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES	FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0004	Delivery On Or Before Delivery Date 31 Mar 2030	1 Job	Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES	FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
	Delivery On Or Before	1 Job	Ship To DoDAAC: 960500	FoB Details

0005	Delivery Date 31 Mar 2030		CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES	Party to Pay Transportation Cost: Contractor Point Type: Destination
0006	Delivery On Or Before Delivery Date 31 Mar 2030	1 Job	Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES	FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services.	Aug 2025		
252.227-7037	Validation of Asserted Restrictions on Technical Data.	Jan 2025		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO) /International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or

intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com /site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-5	**Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)**	**(Oct 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 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).

(3) 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).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[ ] (4) 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).

[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[ ] (6) [Reserved].

[ ] (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

[ ] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

(11)

[ ] (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

[ ] (ii) Alternate I (Dec 2023) of 52.204-30.

[X] (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

[X] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

[ ] (14) [Reserved].

[ ] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

[X] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (17) [Reserved]

(18)

[ ] (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (Mar 2020) of 52.219-6.

(19)

[ ] (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (Mar 2020) of 52.219-7.

[X] (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

[X] (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (Nov 2016) of 52.219-9.

[X] (iii) Alternate II (Nov 2016) of 52.219-9.

[ ] (iv) Alternate III (Jun 2020) of 52.219-9.

[ ] (v) Alternate IV (Jan 2025) of 52.219-9.

(22)

[ ] (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

[ ] (ii) Alternate I (Mar 2020) of 52.219-13.

[ ] (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

[X] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

[X] (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

[ ] (ii) Alternate I (Mar 2020) of 52.219-28.

[ ] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

[ ] (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

[ ] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

[ ] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

[ ] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

[ ] (33) [Reserved]

[ ] (34) [Reserved]

(35)

[X] (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

[ ] (ii) Alternate I (Jul 2014) of 52.222-35.

(36)

[X] (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

[ ] (ii) Alternate I (Jul 2014) of 52.222-36.

[X] (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

[X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(39)

[X] (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

[ ] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)

[ ] (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

[ ] (ii) Alternate I (Jan 2017) of 52.224-3.

(48)

[ ] (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

[ ] (ii) Alternate I (Oct 2022) of 52.225-1.

(49)

[ ] (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I [Reserved].

[ ] (iii) Alternate II (Jan 2025) of 52.225-3.

[ ] (iv) Alternate III (Feb 2024) of 52.225-3.

[ ] (v) Alternate IV (Oct 2022) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (52) 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).

[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[X] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

[X] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

[X] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

[ ] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[ ] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[ ] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[ ] (63) 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.).

[X] (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

[ ] (i) 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).

[ ] (ii) Alternate I (Apr 2003) of 52.247-64.

[ ] (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[ ] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S. C. chapter 67).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

[ ] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

[ ] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118 (g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 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).

(v) 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).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(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.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds 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.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(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).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 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).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 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.).

(xxvii) 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). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Nov 2021)

Evaluation-Commercial Products and Commercial Services (Nov 2021)

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

A. BASIS FOR AWARD

The award will be made based on the best overall (i.e., best value-tradeoff) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the five (5) factors: Fabrication Plan and Schedule; Technical Approach; Past Performance; Small Business Participation; and Price.

Factor 1, Fabrication Plan and Schedule, Factor 2, Technical Approach, and Factor 3, Past Performance are equally important. Individually, Factors 1, 2, and 3 are more important than Factor 4: Small Business Participation. When combined, the non-price factors (Factors 1, 2, 3, and 4) are significantly more important than Factor 5, Price.

Offerors will be cautioned that the award may not necessarily be made to the lowest price offered.

B. FACTORS TO BE EVALUATED

The following evaluation factors will be used to evaluate each proposal: Award will be made to the offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors described below.

FACTOR 1: Fabrication Plan and Schedule

Proposals will be evaluated to determine an offeror's understanding of the required scope of work, identification of the major tasks, and ability to outline all major work necessary to complete those tasks. The Government will evaluate the Offeror's Fabrication Plan and Schedule based on the following:

Fabrication Plan and Schedule

Provide a written description of the proposed project team along with an Organization Chart showing the Prime Contractor and Major Subcontractors. "Major Subcontractor" is defined as members of an Offeror's overall team who are expected to perform ten (10) percent or more of the proposed effort. The fabrication plan must include and/or address the technical content listed below:

1) For major features of fabrication, provide a summary level description of the Prime Contractor and Major Subcontractor(s) participating with each major feature of fabrication, the tank fabrication (including welding and non-destructive testing), the transformer fabrication, and the final assembling and testing process for a Class II power transformer with a minimum of 500 kV rating, as defined by IEEE standard C57.12.00.

2) Provide a preliminary shipping and site assembly plan.

3) Schedule: For evaluation purposes, develop a project schedule for the entire project duration from contract award to Site Assembly and Final Inspection. Provide a high-level schedule that demonstrates the Offeror's understanding of the requirements of this solicitation. Include in the schedule the completion of all items of work and depict nodes and activities necessary to complete the transformer supply specifications and that correspond to the Offeror's critical path and related assumptions For proposal purposes only, the Offeror should assume an award date of February 28, 2026. Please note this schedule is not the schedule that will be used post-award.

a) The schedule must include duration and logic for each activity to provide an overall delivery schedule from Contract Award to Site Assembly and Final Inspection and testing.

b) The following phases or specific tasks must be represented on the schedule and include Government defined inspection points in accordance with the specifications:

- Contract Award Submittals
- USACE Review/Approval of Submittals
- Transformer Design
- Procurement of materials
- Transformer fabrication including:
- Tank Fabrication, welding, nondestructive inspection, and painting
    - Coil Winding
    - Core Stacking and Assembly
    - Active Assembly Fabrication
    - Vapor Phase Treatment
    - Cover Welding
    - Transformer Final Assembly
    - Transformer Final Painting
    - Oil filling
    - Factory Acceptance Testing and Inspection
- Preparation for Shipment, Loading, Shipment and Transportation
- Transloading Inspection
- Receipt Inspections
- Site Offloading, and Assembly
- Final Inspection

c) Clearly identify critical path activities, including long lead items.

Proposals will be evaluated and assigned an adjectival rating from Table 1, below. Risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies will be utilized in determining technical ratings. The definitions from Table 2, below, will be used when assigning an adjectival rating from Table 1.

Table 1 - Combined Technical/Risk Ratings

Adjectival Rating	Definition
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of unsuccessful performance is unacceptably high.

Table 2 - Technical Risk Rating Definitions

Adjectival Rating	Definition
Low	Proposal may contain weakness/weaknesses which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.

High	Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

FACTOR 2: Technical Approach

Proposals will be evaluated to determine an Offeror's ability to meet or exceed the technical requirements, based on drawings and data for the offeror's proposed transformer. Offerors must provide technical information as described below. The SSEB will evaluate the Offeror's Technical Approach based on submission of the following information:

Drawings and Descriptive Data:

Offeror shall submit the following information, as a minimum; additional views may be provided as desired, but will not influence the rating:

a) Proposed transformer outline: Plan View

b) Proposed transformer outline: Segment Two Elevation View

c) Proposed transformer nameplate, including design impedance, and a winding diagram with taps

Submit a description of the proposed design including:

- Core construction and lamination thickness
- High voltage coil and low voltage coil construction

Transformer outline drawings must indicate whether a nitrogen system or conservator tank system is being proposed. Offerors proposing a nitrogen system will be rated more favorably than offerors proposing a conservator tank system. Outline drawings should include dimensions, including those identified as limiting dimensions on the contract drawings.

Efficiency

I. Proposed no-load losses at 500 kV rated voltage and frequency, in kW

II. Proposed load losses at base ONAN rated kVA, 500 kV voltage, and 1.0 power factor, in kW

III. Proposed sound level at rated 500 kV voltage and frequency with all cooling groups in operation, in dB.

The values submitted on this sheet will replace the required minimum values included in the solicitation plans and specs and will become the manufacturer's guarantees as tested during the factory acceptance tests.

Missing or unclear data will have a negative impact on the rating as will data indicating non-compliance with the technical specification.

T1 Load Loss - The load losses for the T1 transformer may not exceed 314 kW. Offerors proposing a transformer with lower than the maximum allowable load losses will be rated more favorably.

T1 No-Load Loss - The no-load losses for the T1 transformers may not exceed 165 kW. Offerors proposing a transformer with lower than the maximum allowable no-load losses will be rated more favorably.

T1 Audible Sound Level - The audible sound level as measured during the design tests may not exceed 80 dB. Offerors proposing a transformer with lower than the maximum allowable audible sound level will be rated more favorably.

T2 Load Loss - The load losses for the T2 transformer may not exceed 175 kW. Offerors proposing a transformer with lower than the maximum allowable load losses will be rated more favorably.

T2 No-Load Loss - The no-load losses for the T2 transformers may not exceed 52 kW. Offerors proposing a transformer with lower than the maximum allowable no-load losses will be rated more favorably.

T2 Audible Sound Level - The audible sound level as measured during the design tests may not exceed 74 dB. Offerors proposing a transformer with lower than the maximum allowable audible sound level will be rated more favorably.

NOTE: Incorporation into technical requirements. Proposed values for load loss, no-load loss, and audible sound level will be incorporated into the technical requirements as the guaranteed values for factory acceptance tests performed after manufacturing.

Proposals will be evaluated and assigned an adjectival rating from Table 3, below. Risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies will be utilized in determining technical ratings. The definitions from Table 4, below, will be used when assigning an adjectival rating from Table 3.

Table 3 - Combined Technical/Risk Ratings

Adjectival Rating	Definition
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of unsuccessful performance is unacceptably high.

Table 4 - Technical Risk Rating Definitions

Adjectival Rating	Definition
Low	Proposal may contain weakness/weaknesses which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

FACTOR 3: Past Performance

The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the scope of work.

The Government will focus its inquiries on the Offeror's (and Major Subcontractor(s)) record of performance as it relates to all solicitation requirements, including price, schedule, performance, and management of subcontractors. "Major Subcontractor" is defined as members of an offeror's overall team who are expected to perform ten (10) percent or more of the proposed effort. The Offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractor's past performance information to the Offeror.

In addition, signed Letters of Commitment (LOC) must be included for any proposed Major Subcontractor for their past performance to be considered. If an LOC for a Major Subcontractor is not submitted, past performance for that subcontractor will not be considered.

A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, offerors are reminded to include the most recent and relevant efforts (within the past fifteen years) in their proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the offeror will be assigned an "unknown confidence rating" and its proposal will not be evaluated favorably or unfavorably on past performance. The Government may use data provided by the offeror in its proposal and data obtained from other sources, including data obtained through interviews with personnel familiar with the contractor and their current and past performance under Federal, State, or Local government or commercial contracts for same or similar services as compared to the North American Industry Classification System (NAICS) 335311, Power Distribution, and Specialty Transformer Manufacturing. Data submitted by the offeror or gathered from other sources by the Government in conducting performance risk assessments shall not extend past fifteen years prior to the issue date of the request for proposal but may include performance data generated during the past fifteen years without regard to the contract award date. CPARS data is limited to the past 6 years. Offerors should provide additional performance data for projects beyond six years.

Offerors should submit all Government and/or commercial contract numbers and descriptions for the prime offeror and each Major Subcontractor in performance or awarded during the past fifteen years from the issue date of this request for proposal that are relevant to the efforts required by this solicitation. The Government may consider a wide array of information from a variety of sources but is not compelled to rely on all of the information available.

The past performance factor considers each offeror's (and Major Subcontractor's) demonstrated current and relevant past record of performance in supplying products and services that meet the contract requirements.

There are three aspects to the past performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in the contractor performance and source of information).

Recency: Projects are recent if they were completed within fifteen years of the issue date of this request for proposal.

Relevancy: The Government will conduct a performance assessment based on the relevancy of the Offeror's current and past performance, as well as that of its Major Subcontractors and fabricators, as it relates to the probability of successful accomplishment of the required effort. These efforts include all aspects of schedule, performance, and customer support, including the Offeror's record of: 1) Conforming to specifications and standards of good workmanship; 2) Maintaining program execution within price; 3) Adherence to contract schedules, including the administrative aspects of performance; 4) Ability to resolve manufacturing problems quickly and effectively; 5) Businesslike concern for the interest of its customers; 6) Establishing and maintaining adequate management of subcontractors; and 7) Compliance with subcontracting plans submitted on previous projects.

Offerors must submit projects that are similar to this project in scope and magnitude. A similar scope is the design, manufacture, and delivery of similar Class II generator step-up (GSU) transformer, as defined by IEEE standard C57.12.00. At least one project must include a transformer design, manufacture, and delivery of a Class II transformer with a 82MVA and 500 kV rating or larger.

For all projects, include the following information:

1. Transformer voltage and MVA ratings
2. Single or three-phase transformer
3. Transformer type (GSU, 2-winding, 3-winding)

TABLE 5 - Past Performance Relevancy Ratings	

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Quality: The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance. The quality past performance evaluations conducted gathers information from offeror's customers to determine how well the offeror performed those past contracts. This quality assessment will be reflected in the overall confidence assessment described below.

PERFORMANCE CONFIDENCE ASSESSMENT: The final step is for the team to arrive at a single consensus performance confidence assessment for the offeror, selecting the most appropriate rating from the chart below. This rating considers the assessed quality of the recent/relevant efforts gathered (documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment). Ensure the rationale for the conclusions reached are included.

Table 6 - Performance Confidence Assessment

Rating	Definition
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.

Unknown Confidence (Neutral)	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.
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 successfully perform the required effort.

Factor 4: Small Business Participation

All offerors (both small and large businesses) will be evaluated on the level of proposed participation of small business concerns in performance of this acquisition (as small business subcontractors) relative to the objectives and goals established herein.

The government will evaluate:

a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;

b. The extent of an Offeror's commitment to use such firms. The proposal will be rated more favorably under this factor if it contains an enforceable commitment in the form of a signed Letter of Commitment (LOC);

c. Identification of the complexity and variety of the work small firms are to perform;

d. The extent past performance is in compliance with FAR 52.219-8 "Utilization of Small Business" and maximizing opportunities for U. S. Small Business Subcontractors.

e. The extent to which the Offeror meets or exceeds the goals. The goals for this procurement are:

- Total Small Business (any type of small business) **5%** of the total contract value (the sum of all CLINs);
- Subcategory Small Business
  - Small Disadvantaged Business (SDB) **0.5%** of the total contract value;
  - Woman-Owned Small Business (WOSB**) 0.5%** of the total contract value;
  - Historically Underutilized Business Zone (HUBZone) **0.5%** of the total contract value;
  - Veteran Owned Small Business (VOSB) **0.5%** of the total contract value;
  - Service Disabled Veteran Owned Small Business (SDVOSB) **0.5%** of the total contract value;

Proposals will be evaluated and assigned an adjectival rating from Table 7, below.

Small Business Participation Factor Rating Definitions:

Rating	Definition
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.

Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives. Proposal is non-awardable.

FACTOR 5: Price

Offerors must submit completed Contract Line Item Numbers (CLINs) with unit price, quantity, and extended price. All extensions of the unit prices shown will be subject to verification by the Government. In case of discrepancy between the unit price and the extended price, the unit price will govern.

Prices subject to economic price adjustment will be evaluated as proposed, without an adjustment applied.

An evaluation will be performed on the proposed prices. The evaluation will not be assigned an adjectival rating. However, it will be evaluated for completeness and reasonableness as follows:

a. Completeness - To be complete, the Offeror must provide all data that is requested and necessary to evaluate the price. The Government will assess the extent to which the proposed prices comply with the content and format requirements set forth in this solicitation.

b. Reasonableness - The Offeror's proposal is evaluated through price analysis techniques as described in FAR Subpart 15.305(a) (1) and 15.404-1(b). For price to be reasonable, it must represent a price that provides best value to the Government when consideration is given to prices in the market, (market conditions may be evidenced by other competitive proposals), and technical and functional capabilities of the Offeror. The Offeror's price will be evaluated to determine if any are unreasonably high in relation to the anticipated work under the contract, as well as with current industry standards.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

52.228-16 Performance and Payment Bonds-Other Than Construction. (Alternate I) (Nov 2006) Alternate I (Jul 2000)

Alternate I (July2000). As prescribed in 28.103-4 , substitute the following paragraphs (b) and (d) for paragraphs (b) and (d) of the basic clause:

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

52.228-16 Performance and Payment Bonds - Other Than Construction (Deviation 2020-O0016) (Nov 2006) Deviation 2020-O0016 (Apr 2020)

PERFORMANCE AND PAYMENT BONDS-OTHER THAN CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418), except that a seal is not required) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond Standard Form 1416, except that s seal is not required) in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(End of clause)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7021	Trade Agreements.	Feb 2024		
252.227-7016	Rights in Bid or Proposal Information.	Jan 2025		
252.227-7030	Technical Data-Withholding of Payment.	Mar 2000		
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	Oct 2014	Deviation 2020-O0010	Mar 2020
252.244-7001	Contractor Purchasing System Administration. (Alternate I)	Jan 2025	Alternate I	Jan 2025
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	Jan 2023		

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Sep 2023		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Oct 2025		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.247-7026	Evaluation Preference for Use of Domestic Shipyards - Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade.	Oct 2024		

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

(a) *Cost or pricing data requirements*. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation*. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable.

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

ATTENTION TO OFFERORS

An offeror may be asked to provide the following information for the Government's use in the determination of offeror responsibility, pursuant to FAR Part 9. This information does not need to be submitted with the proposal.

1. Current Balance Sheet and latest Profit and Loss Statement prepared from the most recent fiscal/calendar year and certified by an officer of the company.

2. The name of your banking institution, telephone number and the name of the individual to contact for a line-of-credit reference. (Please contact your bank reference to let him/her know our office will be calling for financial information.)

Bank Institution _____

Telephone Number _____

Contact _____

Email Address _____

3. Tax Identification Number _____

4. List of present work to include agency or firm name, address, telephone number, and email address of primary point of contact responsible for inspection and acceptance of the work. (Attach list)

Percentage of work under this contract to be subcontracted. _____ %.

Will performance of the present work inhibit your ability to perform this contract? _____

5. Offeror's email address: _____

Return completed form with all attachments to: Email: preston.e.jones@usace.army.mil upon request.

CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY

To determine a contractor's responsibility for purposes of contract award the contractor will be required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work. (See the Attention to Offerors included in this solicitation.) In accordance with FAR 9.104-1, to be determined responsible, a prospective contractor must -

(a) Have adequate financial resources to perform the contract, or the ability to obtain them;

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record. (A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history except as provided in FAR 9.104-2);

(d) Have a satisfactory record of integrity and business ethics;

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

BIDDER INQUIRY

All inquiries regarding this solicitation are to be submitted via Bidder Inquiry. Telephone and email inquiries will not be accepted. Bidder Inquiry is a web-site that allows bidders to post questions regarding the solicitation and view all questions by other bidders and responses by the United States Army Corps of Engineers (USACE). Bidder Inquiry can be accessed through ProjNet at (**https://www.projnet.org**)

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

Bidder Inquiry Key: TVG3WW-8BVXPN

TIMING OF BIDDER INQUIRIES: Bidders are encouraged to submit their bidder inquiries promptly. The Government will make every effort to answer all bidder inquiries; however, the closer to the bid or proposal due date an inquiry is received, the less likely it is that a timely response can be provided.

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
2. Identify the Agency. This should be marked as **USACE**.
3. Key. Enter the **Bidder Inquiry Key** listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Instructions for Entering Questions:

1. After you are logged in click on the "post new inquiry", it is on the left side of the window under the Word "Submit"

a.) This is the window where you will enter your questions

b.) Comment Classification: Click on the down arrow to the right of the words "Please select from below", select "Public"

c.) Discipline: This is where you select who this question should be directed to. Example; if the question is about an electrical drawing or specification select: "Electrical" from the pull down list.

d.) Sheet. Enter the sheet number of the drawing you are asking about.

e.) Detail. Enter the detail name of the detail shown on the drawing that you are asking about.

f.) Specification. Enter the Specification number and paragraph number.

g.) File. Use this if you are going to attach a pdf file.

h.) Question. Enter your question here.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
3. Identify the Agency. This should be marked as **USACE**.
4. Key. Enter the **Bidder Inquiry Key** listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

For questions about the ProjNet Bidder Inquiry, please contact the Call Center help desk toll free at 1-800-428-HELP, which operates from 8AM to 5PM (Central US time zone). Bidder inquiry help questions can also be emailed to the helpdesk at staff@projnet.info.

NOTICE: All bidders/offerors will be held to have reviewed the questions and responses in Bidder Inquiry prior to bid submission. Nothing is changed in the solicitation unless an amendment is issued.

Addendum to Evaluation - Commercial Product and Commercial Services

PROPOSAL SUBMISSION

Introduction

The offeror's proposal must be submitted electronically, as set forth below. The use of hyperlinks in proposals is prohibited. The Government will not make any assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details is the sole responsibility of the offeror. The Government may reject incomplete proposals after initial evaluation without further consideration. The following basic requirements apply to the proposal submission:

a. The proposal must be typed and submitted in English and legible.

b. The proposal should be organized, concise, and submitted in the volumes and in the order indicated below. Volumes must be clearly identified and tabbed. Each factor must be addressed in a separate tabbed section.

c. Proposals must be sent in two separate volumes. Each volume must be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover. Each volume must contain a Table of Contents and include at the bottom left side of each page the volume and page number.

d. Offerors must verify that the information for all forms submitted is current, correct, and complete, including the names of the points of contact, email addresses, and telephone numbers.

e. Offerors are reminded that elaborate corporate marking information, formatting, special reproduction techniques, etc., are not necessary. Proposals should completely and adequately address the requirements of the solicitation.

f. If additional information is provided, it should be in regard to the solicitation requirements only.

g. Failing to submit or properly complete attachments may result in rejection of the offer without further evaluation. Therefore, offerors are urged to follow instructions and raise questions through the Bidder Inquiry System (see Section L of the Request for Proposals (RFP)) if there are questions regarding submission instructions.

h. Offerors are cautioned against submitting conditional proposals.

i. Late proposal submissions will not be considered and will be processed in accordance with Federal Acquisition Regulation (FAR) 52.215-1 "Instructions to Offerors - Competitive Acquisition."

The offeror's proposal must consist of two (2) volumes. The volumes are:

Volume I - Technical Volume

Factor 1: Fabrication Plan and Schedule

Factor 2: Technical Approach

Factor 3: Past Performance

Volume II - Price & Administrative Proposal

Factor 4: Small Business Participation

Factor 5: Price

Solicitation

Offer

Award Documents

Certifications and Representations

Do not include any classified data in or with the proposal. The use of hyperlinks in proposals is prohibited. Proposals shall conform to the solicitation requirements to include all stated terms, conditions, representations, certifications, and all other information required of this solicitation.

Offerors are cautioned that "parroting" of the technical requirements with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information must be clearly marked.

Any costs related to proposal preparation and submission will not be reimbursed by the Government.

Proposal Submission Requirements

1. The following volumes of material shall be submitted:

Volume Title	Electronic Copies
Volume I	1
Volume II	1

a. Proposals may be rejected for failure to adhere to the proposal preparation requirements.

b. Proposals must conform to the solicitation requirements to include all stated terms, conditions, representations, certifications, and all other information required of this solicitation.

c. Submitting proposals electronically:

i. Via email to Preston Jones at Preston.E.Jones@usace.army.mil and Jani Long at Jani.C.Long@usace.army.mil.

It is the Offer's responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the USACE Walla Walla District Contracting Office. Offerors are responsible for ensuring electronic copies are virus-free and should run an anti-virus scan before submission. Electronic files must be clearly identified for each volume, section, and item.

2. Proposal Files.

a. Format. The submission should be clearly indexed and logically assembled. Each volume must be clearly identified and begin at the top of a page. All pages of each volume must be appropriately numbered and identified by the complete company name, date, and RFP number in the header and/or footer. All files created in Microsoft Word (docx) files must use the following page setup parameters:

Margins - Top, Bottom, Left, Right - 1"
From Edge - Header, Footer 0.5"
Page Size, Width - 8.5" Height - 11"

NOTE: 11 X 17 pages are acceptable for drawings/tables/graphic representations.

b. The following additional restrictions apply:

File Packaging. **Files must be in read-only format using PDF files except as noted below.** All price breakdown information to aid in the Price evaluation must be submitted in Microsoft Office Excel (.xlsx) Read/Write format.

**Please note - Self extracting exe files are not acceptable. **

Content Requirement. All information shall be confined to the appropriate Volume. The offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal must include a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section must contain a brief abstract of the file. Proprietary information must be clearly marked.

VOLUME I, PART 1 - Fabrication Plan and Schedule

This Part will contain the Fabrication Plan and Schedule. The Fabrication Plan should be first, followed by Schedule. The Fabrication Plan may not exceed 10 pages. The schedule may not exceed six pages.

VOLUME I, PART 2 - Technical Approach

This part will contain the Drawings, Descriptive Data, and Efficiency data. The Drawings should be first, followed by Descriptive Data, and then Efficiency data. Drawings may not exceed six sheets. One or more outline views may be combined onto a sheet. Descriptive Data may not exceed five pages. Efficiency data may not exceed one page.

VOLUME I, PART 3 - Past Performance.

This part will contain current and past performance information regarding similar projects that are similar to this project in scope and magnitude. It must include at least three, but not more than five, projects of the Offeror's past or current supply projects and three to five projects for each Major Subcontractor. The part may not exceed 20 pages, plus 10 pages for each Major Subcontractor, excluding Past Performance Questionnaire Forms. Offerors must submit Government and/or commercial contracts for the prime offeror and for each Major Subcontractor complete or substantially completed (50% or more) within the past fifteen (15) years, from the issue date of this solicitation, that are relevant to the efforts required by this solicitation.

Data concerning the offeror should be provided first, followed by each proposed Major Subcontractor, in alphabetical order. The Offeror must also submit the written consent of its Major Subcontractors to allow the disclosure of its subcontractor's past performance information to the Offeror. In addition, signed Letters of Commitment must be included for all Major Subcontractors and fabricators for their past performance to be considered. This part must be organized into the following sections:

1. Section 1 - Contract Descriptions. This section must include the following information in the following format. Ensure all information is current and accurate. The below is focused on government projects. For projects for entities other than the government, please submit equivalent information, as applicable.

(a) Contractor/Subcontractor place of performance, CAGE Code and Unique Entity Identifier (UEI). If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone number).

(b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, and telephone number.

(c) Technical representative/Contracting Officer's Representative and current email address and telephone numbers.

(d) Government contract administration activity and the Administrative Contracting Officer's name, current e-mail address, and telephone number.

(e) Government contract administration activity's Pre-Award point of contact name, and current e-mail address, and telephone number.

(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order/Task Order Numbers.

(g) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).

(h) Awarded price.

(i) Final or projected final price.

(j) Original delivery schedule, including dates of start and completion or work.

(k) Final or projected final, delivery schedule, including dates of start and completion of work.

2. Section 2 - Performance. Offerors must provide a specific narrative explanation of each contract listed in Section 1 - Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. All Requests for Deviation and Requests for Waiver must be addressed with respect to causes and corrective actions. The offerors must also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors must indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(b) For all contracts, the offeror must provide data on all manufacturing warranty returns. Data must delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to Government-furnished component failures, and number and nature of failures attributable to the offeror's delivered product.

3. Section 3 - Subcontracts. Offerors must provide an outline of how the effort required by this RFP will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed Major Subcontractor must include the entire company name, company address, CAGE Code, Unique Entity Identifier (UEI) and type of work to be performed by citing the applicable Government technical specification. This includes all subcontractors, fabricators, and suppliers who will be providing critical hardware/services or whose subcontract is for more than 10% of the total proposed Price.

4. Section 4 - New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror must discuss in detail the role performed by the officers and/or employees in the cited prior contracts to demonstrate the relevancy of the experience and past performance to

this solicitation. Information should be included in the files as described in the sections above. Signed Letters of Commitment must be included in the proposal for these employees in order to be considered. Letters of Commitment must be signed by both the company official and the employee.

5. Section 5 - Past Performance Questionnaire. For all contracts identified in Section 1 - Contract Descriptions, complete a Past Performance Questionnaire for any project that has not received a formal Contractor Performance Assessment Reporting System (CPARS) evaluation. The offeror must complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to the technical representative responsible for the current and past contract. The Point of Contacts (POCs) should be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire no later than the proposal due date to the Contracting Office at Preston.E. Jones@usace.army.mil.

The offeror must submit with its proposal a list of all the POCs who were sent questionnaires. The POC List must be submitted as a table and include the following fields:

Solicitation Number (of the project in question, if relevant); Company Name (the prime contractor and/or subcontractor being evaluated in the relevant Past Performance Questionnaire); Contract Number (of the project in question, if relevant); Entity Submitting the Past Performance Questionnaire; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day).

6. Section 6 - Submissions. Offerors are discouraged from providing points of contact with another contractors' facility, i.e., in case an offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors should provide and submit the prime contract number and all Governmental agency points of contact (POC) in lieu of subcontract numbers or prime contract POCs in situations as described above.

VOLUME II, PART 1 - Price.

This part must consist of all information required to support proposed prices. Certified pricing data is not currently required; however, the Government reserves the right to request such data prior to award. There are no page limitations for this tab.

The offeror must ensure that the information submitted in this part is consistent with and fully supports the amounts set forth in the SF33 and continuation sheets.

VOLUME II, PART 2 - Solicitations, Offer and Award Documents, and Certifications/Representations.

Certifications and Representations - Each offeror must complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the RFP. An authorized official of the firm must sign the SF33 and all certifications requiring original signature. An Acrobat PDF file must be created to capture the signatures for submission.

Section A - Standard Form (SF)33 Solicitation, Offer, and Award Section G - Contract Administration Data

Section K - Representations, Certifications and Other Statements of Offerors

Solicitations, Offer and Award Documents, and Certifications/Representations may not be submitted separately from those submitted in VOLUME II.

Volume II, PART 3 - Small Business Participation Plan

See attached Small Business Participation Plan Form. All Offerors (both large and small businesses) are required to complete a Small Business Participation Plan (form attached). Offerors must propose the level of participation of small businesses (as prime and/or small business sub-contractors) in the performance of this acquisition relative to the objectives/goals set forth in the evaluation of this area.

Please make allowances for delays in transmittal.

SUBMISSION DEADLINE - Proposals must be received by no later than the time and date specified in Block 9 of Standard Form 33. Official time will be established by the clock located in the area where proposals are received. Late proposals may not be accepted.

The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf. The Offeror is responsible for ensuring that the proposal is submitted so as to reach the designated recipient and is responsible for allowing sufficient time for the proposal to be received in accordance with the information provided.

Offeror Representations and Certifications - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-3	**Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)**	**(Oct 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(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.

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"-

Sensitive technology-

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

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

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

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

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

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

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

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract 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 part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that-

(i) It is, is not a small business concern; or

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

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

(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it is, is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror 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. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**	**Exceeds 55% domestic content (yes/no)**
____	____	____
____	____	____
____	____	____

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. ____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.	**Country of Origin**
____	____

____	____
____	____

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	**Country of Origin**	**Exceeds 55% domestic content (yes/no)**
____	____	____
____	____	____
____	____	____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

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

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

Israeli End Products:

Line Item No.
____
____

___

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. (S)6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. (S) 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. (S)6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. (S) 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	**Listed Countries of Origin**
___	___
___	___

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i)

(ii)

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) 22.1003-4(c)(1). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) 22.1003-4(d)(1). The offeror does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: ____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other ____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name ____.

TIN ____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that-

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by 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-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless 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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____(or mark "Unknown").

Predecessor legal name:____.

(*Do not use a "doing business as" name*).

(s) [Reserved]

(t) [Reserved]

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that-

(i) 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, 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)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (Alternate I) (Oct 2025) Alternate I (Feb 2024)

Alternate I (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

[ ] Individual/concern, other than one of the preceding.

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.201-1	Acquisition 360: Voluntary Survey.	Sep 2023		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		

FAR Clauses Incorporated by Full Text

52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures. (Dec 2023)

Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024

DFARS Clauses Incorporated by Full Text

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (Jan 2025)

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)

(a) Definitions. As used in this provision-

"Computer software" is defined in-

(1) The 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in-

(1) The 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions1 ____(LIST)5	Basis for Assertion2 ____(LIST)	Name of Person Asserted Rights Category3 ____(LIST)	Asserting Restrictions4 ____(LIST)

1 For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

3 Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract

resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

5 Enter "none" when all data or software will be submitted without restrictions.

Date ____
Printed Name and Title ____

____
Signature ____
(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)