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

1. REQUISITION NUMBER: 1000227352

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE1C1-26-R-0075

6. SOLICITATION ISSUE DATE: 2026 JUN 05

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Timothy Sweetra DTS0191

b. TELEPHONE NUMBER (*No Collect calls*): Phone: 445-737-6387

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

9. ISSUED BY — CODE SPE1C1

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

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 313310

SIZE STANDARD: 750

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

Form

COMBINED SYNOPSIS/SOLICITATION

ITEM: Buckle and Clips, End Strap, Gold Finish, MC

Buckle and Clips, End Strap, Gold Finish, MC; PGC: 17528----NSN: 8315-01-503-9483

Specification/CID: MIL-DTL-1963K, dated 04 September 2019

Solicitation Number: **SPE1C1-26-R-0075**

Opening/Closing Date and Time: **See block 6 and 8 on page 1**

A combined Synopsis/Solicitation is being issued for the purchase of the **BUCKLE AND CLIPS, END STRAP, GOLD FINISH, MC**.

This Solicitation for the purchase of the Buckle and Clips, End Strap, Gold Finish, MC will result with the intent of the Government to award one contract. The RFP and proposed contract(s) will be issued as 100% Small Business Set-Aside. Only small business firms may submit offers for this acquisition. The Small Business Set-Aside will result in firm fixed price contract or contracts in accordance with FAR Part 12, Acquisition of Commercial Items. The resultant contract will be an award of a 60-month contract consisting of five (5) 12-month price tier periods. Each tier shall be for a 12-month period.

This proposed buy will result in a negotiated Indefinite Delivery Type contract(s). The quantities will be as follows:

Quantity Total Acquisition:

Contract Minimum Quantity: 20,750 each

Annual Estimated Quantity: 83,000 each per tier

Contract Maximum Quantity: Up to 518,750 each (Total quantity of 5 tiers)

The resultant contract(s) will have a Five (5) year ordering period. Within the Five (5) year ordering period, there will be Five (5) 12-month price Tier periods.

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

FOR THIS SOLICITATION:

TECHNICAL PROPOSAL DOCUMENT SUBMISSION:

Technical Proposal will be accepted via DIBBS only.

Technical Proposals (documents) WILL NOT be accepted via mail or commercial carrier (UPS, FedEx, DHL etc…) or hand-

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Form (CONTINUED)

carried in-person delivery.

FOR THIS SOLICITATION:

DIBBS offers for Technical Proposals will be accepted.

Guidance for DIBBS offers for Technical Proposals is as follows:

ALL QUOTES MUST BE SUBMITTED VIA THE DLA INTERNET BID BOARD SYSTEM (DIBBS) AT https://www.dibbs.bsm.dla.mil.

DLA Internet Bid Board System (DIBBS): An offeror must be registered in DIBBS, and able to log in, to submit an electronic proposal. Therefore, if not already registered, offerors are encouraged to register in DIBBS immediately. Offerors who are already registered in DIBBS are encouraged at this time to ensure they can log into their DIBBS account. An offeror's failure to register or be able to log in, or who experiences an inability to upload or submit a proposal on DIBBS for any reason otherthan a DIBBS system issue that has been confirmed by the DIBBS Help Desk, will not constitute an acceptable reason for a late submission.

NOTE: Proposal submissions using DIBBS are subject to electronic interface latency which can result in transmission delays. Offerors must consider transmission delays in the DIBBS system when submitting proposals for consideration and assume the risk of late transmission/submission. Offerors are encouraged to submit electronic proposals in DIBBS as early as possible to account for possible transmission delays.

Failure to comply with any part of the above requirements will result in offer removed from consideration for award.

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

NOTE: For this solicitation, EMAIL is NOT an authorized method of submitting an offer.

PRODUCT DEMONSTRATION MODEL SUBMISSION:

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

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

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

***NOTE: Defense Biometric Identification System (DBIDS) is used at this facility and DBIDS requirements shall be followed by all carriers attempting to deliver a proposal and/or package to this facility. Additional information can be obtained via https://dbids/dmdc.mil/. It is the vendor's responsibility to ensure the carrier's driver has DBIDS credentials to make deliveries on the military base.**

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Form (CONTINUED)

NOTE: EFFECTIVE 07 MAY 2025 ALL CARRIERS/INDIVIDUALS ATTEMPTING TO DELIVER ANY PACKAGES/PROPOSALS/ETC. TO DLA TROOP SUPPORT SHALL HAVE PRESENT CREDENTIALS THAT MEET REAL ID REQUIREMENTS IN ORDER TO GAIN ACCESS TO MAKE A DELIVERY. NO EXCEPTIONS SHALL BE MADE.

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

Product Demonstration Models shall be sent to:

DLA Troop Support

ATTN: Timothy Sweetra

PDM ROOM

Building 3-A-4422

700 Robbins Avenue

Philadelphia, PA 19111

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

SF1449 FILL-INS BELOW:

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

› Offeror's assigned Contractor and Government Entity (CAGE) Code: _____

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

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

Section 833 -- National Defense Authorization Act Certification
I, (name) _____ do hereby certify by signature below that all articles or items of "clothing", including the materials and components thereof, being offered for sale to the Department of Defense have been grown, reprocessed, reused, or produced in the United States, other than sensor, electronics or other items added to, and not normally associated with, clothing (and the materials and components thereof). (signature) _____ .

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS

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Form (CONTINUED)

This procurement is using the procedures of 41 U.S.C. 1901, as implemented by Class Deviation 2026-O0028 - Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 12, Defense FAR Supplement (DFARS) Part 212 and Revolutionary FAR Overhaul Part 12.201-1.

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

CAUTION NOTICE

The Berry Amendment is applicable for this solicitation.

Offerors are cautioned that all components must be of domestic origin in compliance with DFARS clause 252.225-7012, Preference for Certain Domestic Commodities (APR 2022), as contained in this solicitation.
****
Section 833 of the National Defense Authorization Act for Fiscal Year 2006 added
language to 10 U.S.C. 2533a, requiring that all articles or items of "clothing," including the materials and components thereof, purchased by the Department of Defense be grown, reprocessed, reused, or produced in the United States, other than sensor, electronics or other items added to, and not normally associated with, clothing (and the materials and components thereof).

Best Value / Trade Off / Source Selection Procedures will be utilized in making the proposed award(s), and as a result, Technical Proposals are required. Technical and Past Performance, when combined, are more important than cost or price. Evaluation factors are as follows in descending order of importance:

1) Product Demonstration Model (PDM) in accordance with **MIL-DTL-1963K, dated 04 September 2019.**

2) Past Performance/Performance Confidence Assessment.

Evaluation of the PDMs will effectively indicate the contractor's comprehension of the item's technical requirements and their ability to manufacture the items in accordance with the Purchase Description. Therefore, for this solicitation, alternate materials will NOT be permitted. To ensure that the contractor can manufacture the item, the specified materials outlined in Purchase Description **MIL-DTL-1963K, dated 04 September 2019**, must be used. NOTE: IT IS A REQUIREMENT THAT ALL PROPOSALS, MODIFICATIONS, AND WITHDRAWALS BE PLAINLY MARKED ON THE OUTERMOST ENVELOPE WITH THE SOLICITATION NUMBER, CLOSING DATE AND TIME SET FOR THE RECEIPT OF PROPOSALS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN AN OFFEROR'S PROPOSAL NOT BEING PROCESSED PROPERLY AND ULTIMATELY REJECTED AS UNTIMELY IN ACCORDANCE WITH FEDERAL

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Form (CONTINUED)

ACQUISITION REGULATIONS (“FAR”) CLAUSE 52.212-1(f).

Offerors will be required to submit a total of two (2) Product Demonstration Models (PDMs) for the Buckle and Clips, End Strap, Gold Finish, MC from each proposed place of performance; a history of their experience/past performance record from the period three years prior to the solicitation closing date. PDMs and test reports must be submitted with offers and will be evaluated for conformance to the specifications.

BEST VALUE TRADEOFF ACQUISITION WITH ADJECTIVAL RATING PDMS

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

1. Best Value Source Selection Trade-Off Procedures Source Selection procedures will be utilized for this solicitation. “Best Value” evaluation will be employed using the following evaluation factors: Product Demonstration Model (PDM), Past Performance and Price.
All PDMs will be evaluated using adjectival ratings in accordance with the criteria outlined in the solicitation. There will be no allowable re-submittals for PDM (Product Demonstration Model).

2. The Government will also review the second evaluation factor: Past Performance. The Government intends to award to the firm who is the best value to the Government with regards to passing PDMs, and acceptable Past Performance and Price. Passing PDMs and Past Performance when combined are more important than cost or price. As other evaluation factors become more equal, the evaluated price becomes more important. From among the firms with Passing PDMs, the Government will then select the responsible firm that complies with terms and conditions of the solicitation, and an award to that firm is considered in the best interest of the Government. If the firm fits these criteria, award will be made to them. If not, the Government will review each subsequent technically acceptable offer until one is identified that does meet the criteria, in which case award will be made to that firm.

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

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

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

The first Delivery Order is due to begin 150 days after award with 30-day increments and 90 days lead time for subsequent delivery orders. Acquisition is FOB Destination to Travis Association for the Blind, Austin, TX.

SD0131 (VSTZ)
Travis Association for the Blind
Air Force and Marine Corps, 3PL - Distribution Services
4512 South Pleasant Valley Road
Austin, Texas 78744

Inspection and Acceptance are at DESTINATION.

All materials used to manufacture this item are to be furnished by the contractor.
All materials/components and manufacturing shall be Berry Amendment compliant.

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Form (CONTINUED)

The Government reserves the right to require pre-production samples. The Government reserves the right to require First lot samples should the Government determine a need. The Government reserves the right to request that the contractor perform testing on an as needed basis for physical requirements and shade requirements.

Offers will be evaluated based on the Evaluative Quantity, which is based on the annual estimated ordering quantity. The Government reserves the right to make an award on initial offers received; therefore, your best offer should be submitted. Offerors are required to offer a unit price for the specified items for all five (5) pricing tiers. Offers that do not include acceptance of the tier pricing structure or do not contain offer pricing on all tier terms will not be considered.

*By submitting prices for this solicitation, you are indicating capacity to supply the maximum quantity for the item.
* By submitting prices for this solicitation, the offeror is indicating the prices submitted can be sustained for the sixty (60) months (all five (5) tiers) of the contract.
****
NOTE: The delivery schedule, quantities, and sizes will be set forth in individual orders. The quantity at time of award will be determined by using the current demand.
****
*The Government reserves the right to perform conversions under the resultant contract(s), should the Government determine a need.
****

PRICING:

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026)

252.215-7994 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data DEVIATION 2026-O0048 (MAR 2026)

Term	Evaluation Quantity	Buckle and Clips, End Strap, Gold Finish, MC - Unit Price* Per Each	Total $ Amount (based on Evaluation Qty)
Tier 1	83,000 EA	$	$
Tier 2	83,000 EA	$	$
Tier 3	83,000 EA	$	$
Tier 4	83,000 EA	$	$
Tier 5	83,000 EA	$	$
TOTAL	415,000 EA		$

Unit of issue is each for the Buckle and Clips, End Strap, Gold Finish, MC.

Price will be evaluated at the evaluation quantity

ALL PRICES ARE TO BE BASED ON FOB DESTINATION ONLY.

The AEQ refers to the annual estimated ordering quantity limitation in FAR 52.216-19. The overall contract maximum is up to $9,000,000 for all tiers combined for the acquisition.

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Form (CONTINUED)

NOTE: Under the terms of this solicitation, the Government guarantees to award the minimum quantity of 20,750 each for the life of the contract.

GUARANTEED MINIMUM
The Government is only bound to order the Contract Guaranteed Minimum Quantity of 20,750 each for the life of the contract. However, in fulfilling the guaranteed minimum quantity, the total dollar value expended by the Government shall not exceed the dollar value of the guaranteed minimum quantity procured at the lowest unit price established under the contract for an item or items if each item has an established contract minimum quantity and is hereafter referred to as the “guaranteed minimum dollar value.” The Government will be considered to have fulfilled its obligation to order the guaranteed minimum quantity when the guaranteed minimum dollar value has been met. The Guaranteed Minimum dollar value is the final agreed lowest unit price between the Government and the contractor for the item or items if each item has an established contract minimum quantity, multiplied by the Guaranteed Minimum Quantity for the contract.

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

MAXIMUM
The dollar value of this SIDC may not exceed $9,000,000.00 for the total of all delivery orders issued during the entire term of the contract. The Government reserves the right to place orders up to the Maximum Contract Dollar Value. The Government is not obligated to order the maximum Contract dollar value however, the Government has the legal right to order up to this amount prior to the final expiration of any resultant contract. The Government is only required to order the Contract Guaranteed Minimum Quantity listed above for an item or items if each item has an established contract minimum quantity.

NSNs/UPC codes
Buckle and Clips, End Strap, Gold Finish, MC PGC: 17528
UPC Code NSN
718020108704 8315-01-503-9483

Price Sustainability

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

Quality Systems Requirements: DLA Troop Support Clothing and Textiles Additional Quality Assurance Requirements, dated October 2018 and updated August 2021, (formerly DSCP M 4155.3, Quality Systems Requirements (Nov 1997)), as well as Identification of Qualified Laboratory and Source Sampling are incorporated into subject solicitation.
The revised document incorporates major changes to the previous revision. Please read it in its entirety.
Copies of this document can be found on the web at:
(1) http://www.dla.mil/TroopSupport/ClothingandTextiles/CTIndustry/ (Under C&T Additional Quality Assurance Requirements)
(2) http://www.dla.mil/Portals/104/Documents/TroopSupport/QA%20Req.pdf?ver=2018-11-16-132731-770

The applicable North American Industrial Classification System Code (NAICS) is 339993 - Fastener, Button, Needle, and Pin Manufacturing Contractors. Small business size standards matched to industry NAICS codes are published by the Small

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Form (CONTINUED)

Business Administration and are available at http://www.sba.gov/content/table-small-business-size-standards.

52.212-3 Offeror Representations and Certifications -- Commercial Items
As prescribed in 12.301(b)(2), insert the following provision:
Offeror Representations and Certifications -- Commercial Items (MAY 2024)
The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at http://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.
After reviewing the System for Award Management (SAM) Web database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete and applicable to this solicitation, unless otherwise noted in FAR 52.212-03

Please note that the Patient Protection and Affordable Health Care Act ("the Act"), 124 Stat. 119, imposes duties upon employers concerning the provision of health care to their employees. Health insurance costs, including any costs associated with compliance with changes in the applicable law, are the sole responsibility of the offeror. Offerors are advised that their proposals should include any costs associated with the implementation of the Act. Any changes in health coverage costs and/or costs associated with compliance, occurring after award of a contract pursuant to this solicitation will not form the basis for an equitable adjustment of the contract price.

Solicitation is posted concurrently on https://www.dibbs.bsm.dla.mil/Solicitations/. Detailed system requirements and instructions for registration can be found on the DLA DIBBS Home Page accessed on https://www.dibbs.bsm.dla.mil/default.aspx. A few highlights of the information that will be found include: 1. On the DLA Internet Bulletin Board System (DIBBS) Home Page, click the VENDOR REGISTRATION link to begin the registration process. 2. In order to register for access to secure portions of DLA DIBBS, the company you are representing must already be registered in the System for Award Management (SAM.gov) website. 3. A Commercial and Government Entity (CAGE) Code registration will be processed immediately. A User ID will appear on the registration screen and a password will be sent separately to the email address of the Super User. If a CAGE is already registered on DLA DIBBS, the name and email address of the Super User will be provided. The Super User should be contacted to set-up additional accounts, logons and passwords for their CAGE DIBBS Super User * If your CAGE has already been registered on DIBBS, the name and email address of the person designated as your super user will be provided. * The representative who starts the DIBBS registration process has the option to accept their SAM registration POC as the DIBBS super user, or they can designate themselves or another person to act as the super user for the CAGE. * The super user acts as the account administrator for a CAGE. They can add up to ninety-eight (98) additional users, provide user IDs and passwords, modify existing users, and control the login status of each user for their CAGEs through My Account (Account Maintenance).

The Defense appropriations and authorization acts and other statutes (including what is commonly referred to as "The Berry Amendment") impose restrictions on the DoD's acquisition of foreign products and services. Generally, Clothing and Textile items (as defined in DFARS clause 252.225-7012) and "specialty metals" (as defined in DFARS clause 252.225-7014), including the materials and components thereof (other than sensors, electronics, or other items added to, and not normally associated with clothing), must be grown, reprocessed, reused, melted or produced in the United States, its possessions or Puerto Rico, unless one of the DFARS 225.7002-2 exceptions applies.

DLA Troop Support has developed a web-based system that allows manufacturers the ability to request specifications, PATTERNS and drawings on our contracting page (if patterns and drawings are available).

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

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Form (CONTINUED)

Contracting Office Address:

700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096

Primary Point of Contact:
Kalifa Williams
Contracting Officer
Kalifa.Williams@dla.mil
Phone: 215-737-0619

Secondary Point of Contact:
Timothy Sweetra
Acquisition Specialist
Timothy.Sweetra@dla.mil
Phone: 445-737-3559

FAR 52.212-1- INSTRUCTIONS TO OFFERORS- COMMERCIAL ITEMS (SEPT 2023) is incorporated in this solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far.index.html. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links. The Government may conduct discussions with offerors through face-to-face communications, telephonic communications, fax or by electronic mail (e-mail) communications.

1. Addendum to 52.212-1(b) *Submission of offers.*

See Standard Form 1449 (Continuation Sheet) at the beginning of this solicitation, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

X Faxed offers are NOT authorized for this solicitation.

__ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration.

Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

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Form (CONTINUED)

FOR THIS SOLICITATION ONLY: DIBBS offers for Technical Proposals will be accepted.

2. Addendum to 52.212-1(c) ***Period for acceptance of offers.***

X Period of acceptance is 180 days.

3. Addendum to 52.212-1(e) ***Multiple offers.***

Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Addendum to 52.212-1(g) ***Contract Award.***

X If the Contracting Officer determines that the number or proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. Addendum to 52.212-1(h) ***Multiple awards.***

X The Government intends to make one award.

__ The Government may make more than one award.

__ Offers may be submitted for quantities less than those specified.

6. Addendum to 52.212-1(j) ***Unique Entity Identifier Number/Data Universal Numbering System (DUNS) Number***

The requirement to provide a Unique Entity Identifier number /DUNS number with the offer applies at all dollar values if the offeror is required to register in the System For Award Management in accordance with FAR 52.204-7 and 52.204-99.

CAUTION NOTICE

Offerors are cautioned that the following clauses/notes are required to be filled out by the offeror completely and submitted with offer. Failure to submit the required information as part of the offer may result in rejection of entire proposal.

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Form (CONTINUED)

52.215-6 -- Place of Performance.

Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **intends[ ], does not intend [ ]** [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

IDENTIFICATION OF SOURCES FOR ALL COMPONENTS FOR CLOTHING/TEXTILE ITEMS

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

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

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

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Form (CONTINUED)

Component and Quantity	Name and Address of Supplier	Address of Manufacturer

(End of Text)

IDENTIFICATION OF QUALIFIED LABORATORY AND SOURCE SAMPLING

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

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

(c) The prime Contractor will notify the DLA Troop Support textile technologist (**Terry Donahue at 445-737-0855**) in writing at least ten days in advance when lots are to be presented to allow Government witnessing of testing at the Contractor's laboratory. If the Government intends to witness testing, a representative from the DLA Troop Support laboratory will notify the Contractor's laboratory. In the absence of Government notification, testing should proceed as scheduled.

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

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

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

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

CONTINUED ON NEXT PAGE

Form (CONTINUED)

secondary laboratory and the test characteristics below:

Name and Address of Laboratory Component Identity* Test Characteristics

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

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

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

(End of Text)

Production Facility Changes

(a) The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes in production facilities may be approved, provided:

(1) Performance by small business or in labor surplus areas as required by the contract will not be changed;

(2) The change will not cause a delay in delivery or necessitate a change in the purchase description;

(3) The free on board (f.o.b.) point is not changed; and

(4) Each request is supported by a price reduction of $250.00 to cover the Government's administrative costs to process the change.

(b) The Government reserves the right to deny approval even if these four elements are met.

(End of Text)

ADMINSTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of **$1,350.00** as payment in full for the administrative costs of such repurchase**.** This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or

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Form (CONTINUED)

services, regardless of whether any other damages are incurred and/or assessed.

(End of Text)

SHADE EVALUATION OF CONTRACTOR FURNISHED MATERIALS:

Government Acceptance Testing. Unless otherwise stated in the contract, testing

performed at the DLA PTC for acceptance purposes will be completed in forty-five (45) calendar days. The contract delivery requirements are based on the assumption that DLA Troop Support and the DLA PTC will require a total of 45 calendar days from the date of the receipt of sample sat the Government laboratory to the date the completed test results are mailed to the contractor. If this time frame is exceeded, the contract delivery schedule will be extended by the number of additional days needed to complete the testing, provided the contractor can establish that the delay in its delivery was caused by the Government exceeding the prescribed time. The foregoing provision for the extension of delivery schedules is exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay of the Government in providing test results.

Shade Evaluation. Shade Evaluation is Acceptance Testing; each lot must

be submitted for evaluation. Lots shall not be shipped until shade is approved by

Government. The prime contractor will require the fabric or component supplier to

present to the source QAS the complete lot prepared for shipment, a set of tally sheets by

shipment listing case numbers, roll numbers, and yardage of each roll and a shade

swatch (header) from each roll with roll and case numbers identified on each swatch.

The following sampling procedure will be followed unless otherwise specified.

- **SHADE SAMPLING IS APPLICABLE**

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

- FOR SHADE TESTING: THE COMPLETED DD FORM 1222 AND THE SWATCHES SHALL BE FORWARDED TO:

CONTINUED ON NEXT PAGE

Form (CONTINUED)

DLA Product Testing Center Analytical

700 Robbins Avenue

Philadelphia, PA 19111

ATTN: BLDG 5D Shade Room

EMAIL: paactlab@dla.mil

- FOR PHYSICAL (NON-SHADE) TESTING: IN ACCORDANCE WITH NOTE, THE CONTRACTOR'S APPROVED QUALIFIED LABORATORY WILL BE REQUIRED TO FORWARD A COMPLETED TEST REPORT FOR EACH LOT OF COMPONENTS TO: paactlab@dla.mil. THE QAR OR THE SUPPLIER SOURCE SAMPLING REPRESENTATIVE, WILL FORWARD THE COMPLETED DD FORM 1222, ALONG WITH THE SIGNED TEST REPORT. SAMPLES FOR PHYSICAL TESTING WILL ONLY BE FORWARDED UPON REQUEST TO:

DLA Product Testing Center Analytical

700 Robbins Avenue

Philadelphia, PA 19111

ATTN: BLDG 5D

EMAIL: paactlab@dla.mil

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

SHADE EVALUATION OF CONTRACTOR FURNISHED COMPONENTS

Contracts awarded under this solicitation shall require shade evaluation of Contractor furnished components in accordance with the following provisions:

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

Lot Size Pieces to be sampled

1 to 8 pieces Each piece

9 to 25 pieces 8 pieces

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Form (CONTINUED)

26 to 90 pieces 20 pieces

91 to 160 pieces 32 pieces

over 160 pieces 1 of 5 pieces

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

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

Notification. The vendor shall notify the DLA-PTC representative via email between fourteen (14) calendar days and thirty (30) days from when lots are to be presented to the QAS. This allows arrangements to be made if the lab specialist requests to witness testing at the place of performance. The DLA-PTC will reply in writing by the date of lot presentation, whether witnessing, or side-by-samples, are requested. If no reply is received by the date of presentation to the QAS, the contractor may proceed. Notifications should include:

Commercial lab contact information

Government lot #

Contract

Product

Specification

Date of lot presentation to the QAS

Certified Test Reports. Test reports shall be signed and certified by the testing

facility, accompanied with a DD Form 1222 and emailed to the Government for evaluation to

the following address: paactlab@dla.mil.

The test report presented to the Government shall be not older than ninety (90) calendar

days. A separate report shall be provided from each test facility when a single lot of material,

components, or end items is tested by more than one test facility for different characteristics.

(End of Text)

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Form (CONTINUED)

Commercial Shipping Documents

(a) Commercial shipping documents are authorized. Packing lists, invoices, and bills of lading must contain the complete shipping address and markings exactly as specified in the Schedule including the Transportation Control Number (TCN), National Stock Number (NSN), Contract Line Item Number (CLIN), Quantity and Unit of Issue, contract/order number, and Shipment Number with a request for the carrier to perpetuate the complete information when delivery is to a port. One copy of the shipping document and one copy of the order, Department of Defense (DD) Form 1155, shall accompany or be included in each shipment.

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

Point Of Contact For Transportation Instructions

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

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

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

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

(End of Text)

Certificate of Conformance

(a) Unless otherwise specified in the contract, the Contractor shall furnish a certificate of conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit load strapping. The unitization materials covered by the certificate of conformance shall not include pallets. Examination and testing of pallets shall be

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Form (CONTINUED)

performed in accordance with specification requirements unless otherwise stipulated in the contract.

(b) When specified, the Contractor may also furnish a certificate of conformance for certain components/ingredients or end item characteristics. The Contractor may still furnish a certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the Contractor is responsible for assuring that the materials met all contract requirements. For this reason, the Contractor should request a certificate of conformance from the subcontractor.

(c) The certificate of conformance should be worded substantially as follows:

(1) I certify that all (indicate type of material) called for by the contract conform to applicable contract requirements in every particular. (For meats only, the Contractor must also state that "no distressed, reconditioned meat has been used.")

(2) Such materials consist of the following: (Specify quantity, manufacturer and nomenclature for each item.)

Signature and Title of Certifying Official

Distribution: One copy to origin inspector, when applicable. One copy with shipment when origin USDA/USDC inspection is not required. One copy with invoice for payment when Department of Defense (DD) form 250 is not used.

(d) It is the intent of the Government to be able to rely on the certificate of conformance. To assure that the certificate is reliable, the Government reserves the right to perform verification testing of each component for which specifications are established in the contract. Random samples shall be personally selected by the cognizant Government inspector. Random samples of packaging, labeling, packing and marking materials shall be submitted to the DLA analytical laboratory with a copy of the DD form 1222 furnished to DLA Troop Support HSQ. Food component materials shall be sent to the laboratory servicing the inspector's organization. All costs incident to the sampling and submittal of materials shall be borne by the Contractor. The reliability of the Contractor's certificate of conformance will be determined on the basis of Government verification results.

(1) When it is determined by DLA Troop Support HSQ that the DLA analytical laboratory test samples meet the contract requirements, the certificate of conformance for these materials is considered reliable.

(2) When DLA Troop Support finds the materials do not meet the contract requirements based on recognized statistical methods, the certificate of conformance is considered unreliable. The Contractor shall be so advised and the particular deficiencies which render such certificate unreliable shall be identified. The unreliability status may be continued from contract to contract regardless of the particular contract on which the verification tests, or submission by Contractor of nonconforming material, has occurred. The Contractor is responsible for all costs incurred by the government in performing tests of future samples submitted for testing after such time as the Government has informed the Contractor of the unreliability status and until reliability is again established to the satisfaction of the Contracting Officer. Testing and administrative costs shall be assessed at the prevailing rate.

SIZED ITEMS

(a) Contracts for quantities less than the quantity solicited for each destination shall be in the same ratio to the total quantity solicited for each size by destination in the solicitation, except that when the total quantity herein specified for any size is determined by the Contracting Officer to be impractical for pro-rating between Contractors, the Government reserves the right to award such total quantity to any one Contractor. Unless otherwise specifically permitted in the

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Form (CONTINUED)

solicitation, offers limited to selected sizes only or quantities of sizes not in the same ratio as the stated tariff of sizes by destination will not be considered for award.

(b) The Contractor shall make all shipments in even case lots limited to one size. In the event that monthly delivery requirements result in less than case lot quantities remaining for shipment at the end of any one month, the Contractor shall hold said quantity until even case lot quantity is obtained. Where shipment in an even case lot quantity for each size is impracticable because it is the final shipment, the Contractor may ship less than an even case lot quantity for each size and may mix different sizes within the same carton.

(c) Changes:

Sizes and/or quantities of each size awarded are subject to change by the Contracting Officer. The Government and the Contractor agree that the monetary adjustment shall be limited to the value of the saving or excess in material usage. (No adjustment shall be made for labor, overhead, freight, package and packaging.) The savings or excess usage shall be determined as follows:

(1) Clothing (except for items in Para (2) below):

The material usage shall be computed by multiplying the number of square inches for each size being increased, decreased by the number of items being changed in that size. The difference between the total increase and the total decrease in square inches represents the savings or excess in material usage for the change in sizes. This excess or savings in usage shall be first converted to linear yards using the appropriate fabric width, and then converted into dollars using the cost per yard of the material(s). (NOTE: On Government-furnished Material (GFM) contracts, the material width(s) specified in clause 52.245-9011 of the contract shall be used; on Contractor-furnished Material (CFM) contracts, the width as verified by the Contractor's invoices or the Government's physical inspection of the material(s) shall be used.) The resultant amount shall be the sole equitable adjustment in contract price for the size change. In the event the total square inches for each size change are not included in the contract, the Government will compute the square inches involved and determine the adjustment in accordance with the above procedures.

(i) On contracts where GFM is utilized and the change in sizes affects the usage requirement, payments shall be made by a modification crediting the Contractor's material usage account where the usage requirement increases, and charging the Contractor's material usage account where usage requirement decreases.

(ii) On CFM contracts where the change in sizes affects the usage requirements of the CFM, payment shall be effected by a modification either increasing or decreasing the contract price whichever is appropriate in CFM contracts.

(2) Knitwear, rubber footwear, equipage (i.e. accessory) items, protective clothing, and protective gloves: Any such change shall be deemed to be a change within the purview of the "Changes" provision.

(3) Leather footwear: The material usage for any given size which has been changed, compute as follows: (see chart below)

(i) Multiply the point value of the size being changed by the quantity being changed;

(ii) Multiply the point value of the new size by the quantity being changed;

(iii) Determine the difference between (i) and (ii) above to arrive at the net points gained or lost;

(iv) The excess or savings shall be converted to dollars by multiplying the net points gained or lost by the unit cost. This

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Form (CONTINUED)

figure will then be multiplied by 2%. The resultant total shall be the sole equitable adjustment.

Note: When utilizing the point value table, the following will apply:

Extra narrow will be computed using Narrow.

Extra Wide will be computed using Wide.

Half Sizes will be computed using the next higher size.

Point value

Table leather footwear

Size point value size point value: Does not apply

(v) An additional adjustment will be made where size changes require expenditures for leather component materials beyond the quantity and/or unit price originally committed and contracted. At the time of a change in sizes, the Contractor shall provide documentation regarding the market price of hides and leather footage costs both at time of offer and at the time the size change was directed. (The Contractor's supportive invoices for the additional quantity, together with the invoice for the original material will be considered satisfactory documentation.)

(d) However, where, as a result of the change in sizes, work in process, residual inventory (i.e., components, raw materials, etc.), and/or means of production (i.e., markers, dies, etc.) cannot be utilized, an adjustment will be made to compensate the Contractor for the direct costs expended. (If Government-furnished property is involved, material credit will be given for work in process.) In the event an adjustment is made, the Contracting Officer shall have the right to prescribe the manner of disposition of the property for which the Contractor has been compensated.

(e) The method of adjusting for size changes indicated above will also be applied to pattern changes.

(End of Text)

Section C

BUCKLE, AND CLIPS, END, STRAP,
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

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Form (CONTINUED)

ADDITIONAL INFORMATION FOR MIL-DTL-1963k DATED 4 SEPTEMBER 2019:

(FOR BELT TROUSERS)
TYPE II BUCKLE, SIZE 1-5/16 INCH CLASS 3
SUBCLASS B- 24K GOLD PLATED

TYPE III CLIP, SIZE 1-1/4 INCH CLASS 3
SUBCLASS D- 24K GOLD PLATED

ADDITIONAL INFORMATION FOR DD 81337 2-4-64:
.
NO ADDITIONAL INFORMATION FOLLOWS.
.
INSPECTION OF SUPPLIES SHALL BE IN ACCORDANCE WITH FAR PART 52.246-2 STANDARD INSPECTION.

ADDITIONAL INFORMATION FOR MIL-STD-105E:

MIL-STD-105E, dated 10 May 1989, is hereby canceled.

Future acquisitions may refer to: MIL-STD-1916, "DoD Preferred Methods for Acceptance of Product," or ANSI/ASQ Z1.4,
"Sampling Procedures and Tables for Inspection by Attributes."

Users are cautioned to evaluate these documents for their particular application before citing it as a replacement document.

(Copies of MIL-STD-1916 are available online at http://assist.daps.dla.mil or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

(Copies of ANSI/ASQ Z1.4 are available online at www.asq.org or ASQ Distribution Center, 5131 S. Third Street, Milwaukee, Wisconsin 53207-6028.)

MIL-STD-147E w/CHANGE 2
27 JUNE 2019

DEPARTMENT OF DEFENSE
STANDARD PRACTICE
PALLETIZED UNIT LOADS
MIL-STD-129R w/CHANGE 2 - DEPARTMENT OF DEFENSE STANDARD PRACTICE MILITARY MARKING FOR SHIPMENT AND STORAGE
DATED: 27 SEPTEMBER 2019

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

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

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Form (CONTINUED)

OF MODE OF SHIPMENT.

IF THE MANUFACTURER'S NAME DOES NOT IDENTIFY THE MATERIAL AS BEING CLOTHING, IT MAY REMAIN. NSNS SHALL BE SHOWN ON ALL SHIPPING CONTAINERS OF C&T ITEMS, THE PACKING LIST SHALL BE PLACED INSIDE THE LAST CONTAINER TO BE LOADED FOR EACH SHIPMENT. THE WORDS "PACKING LIST HERE" SHALL BE STENCILED, NOT HAND LETTERED, ON THE CONTAINER.
ADDITIONAL INFORMATION FOR QQ-B-613:

ADDITIONAL INFORMATION FOR MIL-L-35078:
MIL-L-35078 IS CANCELLED AND SUPERSEDED BY DLA TROOP SUPPORT FORM #3507.
(ref. T1318 - 6/2/06)

ADDITIONAL INFORMATION FOR PPP-B-26:
.
NOTICE 2, DATED 11/22/1999, PPP-B-26 IS
CANCELLED WITHOUT REPLACEMENT.
.
ADDITIONAL INFORMATION FOR PPP-T-45:

PPP-T-45 IS CANCELLED AND SUPERSEDED BY A-A-1671: TAPE, GUMMED
(PAPER, REINFORCED, LAMINATED)

NOTE: A-A-1671 IS WRITTEN TO BE APPLIED TO PPP-T-45'S REQUIREMENTS OF TYPE III, CLASS B.

(ref. T0592 - 9/11/06)

ADDITIONAL INFORMATION FOR PPP-B-636:

FEDERAL SPECIFICATION PPP-B-636 DATED JULY 12, 1981, INCLUDING INTERIM FEDERAL SPECIFICATION PPP-B-636L DATED JANUARY 1, 1991, IS HEREBY CANCELLED, AND REPLACED WITH ASTM-D-5118, STANDARD PRACTICE FOR FABRICATION OF FIBERBOARD SHIPPING BOXES, AND ASTM-D-1974, STANDARD PRACTICE FOR METHOD OF CLOSING, SEALING AND REINFORCING FIBERBOARD SHIPPING CONTAINERS.

ADDITIONAL INFORMATION FOR PPP-B-676:
NO ADDITIONAL INFORMATION FOLLOWS.
.
NO INFORMATION FOLLOWS

DELETE CURRENT "BARCODE LABEL/TAG" REQUIREMENTS AND SUBSTITUTE THE FOLLOWING:

LABEL TAG: EACH ITEM SHALL BE INDIVIDUALLY BAR-CODED WITH A PAPER TAG FOR PERSONAL CLOTHING ITEMS. THE PAPER USED FOR THE TAGS SHALL BE STANDARD BLEACHED SULFATE HAVING A BASIS WEIGHT OF 100 POUNDS WITH A SMOOTH FINISH TO ACCEPT THERMAL TRANSFER AND DIRECT PRINTING. THE TAGS SHALL HAVE A HOLE AND SHALL BE ATTACHED TO EACH ITEM BY A FASTENER, CLEARLY LEGIBLE AND READABLE BY SCANNER. THE BAR CODING ELEMENT SHALL BE A 13 DIGIT NATIONAL STOCK NUMBER (NSN). THERE SHALL BE A 12 DIGIT UNIVERSAL PRODUCT CODE (UPC) ASSIGNED FOR ALL NSNS BY THE GOVERNMENT. THE INITIAL "UPC" MUST APPEAR BENEATH THE CODE. THE BAR CODES FOR NSN AND UPC SHALL BE A MEDIUM TO HIGH DENSITY AND SHALL BE LOCATED SO THAT THEY ARE COMPLETELY VISIBLE ON THE ITEM WHEN IT IS FOLDED AND PACKAGED AS SPECIFIED. THE LABEL'S LOCATION SHALL CAUSE NO DAMAGE TO THE ITEM.

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Form (CONTINUED)

NOTE: UNIVERSAL PRODUCT CODE INFORMATION THE GOVERMENT ASSIGNED UNIVERSAL PRODUCT CODE (UPC) MUST BE PLACED ON ALL SHIPPING CARTONS ON SHIPPING CONTAINERS.

THE FOLLOWING DEFECTS APPLY FOR BARCODE LABELS/TAGS:

BAR CODE OMITTED OR NOT READABLE BY SCANNER

HUMAN-READABLE INTERPRETATION (HRI) OMITTED OR ILLEGIBLE

NOT VISIBLE ON FOLDED, PACKAGED ITEM CAUSES DAMAGE TO THE ITEM

NOTE: IF THE END ITEM IS PLACED IN A PLASTIC BAG - USE TYPE VII (PRESSURE SENSTIVE LABEL) OF MIL-DTL-32075.
IF THE END ITEM IS TIED IN A BUNDLE OR LEFT AS AN INDIVIDUAL ITEM, USE TYPE VIII (TAG, PAPER) OF MIL-DTL-32075.

THE GOVERNMENT ASSIGNED UNIVERSAL PRODUCT
CODE (UPC) MUST BE PLACED ON ALL SHIPPING
PRES/PACK LEVELS A/B TO MIL-B-1963

252.211-7006 - RADIO FREQUENCY IDENTIFICATION (RFID) Required
(ref. T8379; Nov. 08, 2006)

SIGNIFICANT NOTE - "PALLETIZATION IS REQUIRED FOR THESE SUPPLIES".

NOTE: THE FOLLOWING APPLIES TO ALL NON-MANUFACTURED WOOD PACKAGING MATERIALS:

"All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo, or when wood is being acquired by DLA for future use as packaging material. WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD). All WPM shall comply with one of the following official quality control programs:

Heat Treatment (HT) or Kiln Dried Heat Treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see http://www.alsc.org/; or

All WPM shall include certification/quality markings in accordance with the ALSC or NWPCA standards, as applicable. Markings shall be placed in

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an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

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

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

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

MIL-STD-147 IS REFERENCED FOR PALLETIZED LOADS.

IN ADDITION TO REQUIREMENTS SPECIFIED ABOVE THE FOLLOWING CLAUSE ALSO APPLIES:
52.247-9012 - REQUIREMENTS FOR TREATEMENT OF WOOD PACKAGING MATERIALS (WPM) - (JULY 2006)

TGI DATA:
INSPECTION AND ACCEPTANCE AT DESTINATION

52.246-2, Inspection of Supplies - Firm-Fixed Price
52.209-4, Alt. I, First Article Approval - Government Testing

INCLUDE T0043 OBJECT TEXT ID ST
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
a. This solicitation/award consists of the following documents, exhibits, and other attachments
b. DLA Troop Support Clothing & Textiles Additional Quality Assurance Requirements dated October 2018, which has superseded DSCPM 4155.3, QUALITY SYSTEMS REQUIREMENTS, dated NOVEMBER 3, 1997.
[End of interim changes.]
INCLUDE T0029 OBJECT TEXT ID ST

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52.246-15 CERTIFICATE OF CONFORMANCE

IT IS RECOMMENDED THAT SIX EACH FIRST ARTICLES
OF THE END ITEM(S) BE SUBMITTED FOR VISUAL AND
DIMENSIONAL EXAMINED BY DSCP. TEN DAYS WILL BE
REQUIRED TO EXAMINE AND EVALUATE SAMPLES AND TO
FURNISH THE RESULTS AND DIRECTIONS REGARDING
PRODUCTION TO THE CONTRACTOR
TECHNICAL HISTORY/WS DATA:
THE PGC/NSN FOR THIS ITEM HAS BEEN REVIEWED IN ACCORDANCE
WITH DATA CLEANSING TEMPLATE, AND IS SUITABLE FOR
TRANSFER TO BSM PHASE 2 AT TIME OF REVIEW.

Section L

INSTRUCTIONS FOR PREPARING PROPOSALS DLA TROOP SUPPORT

(a) Proposal Organization

(1) A proposal shall be prepared in two separate volumes and provided in the quantities shown below. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

Volume	Volume Title	No of Copies	Suggested Page Limit
I	Technical Proposal	1 DIBBS copy	N/A

Volume	Volume Title	No of Copies	Suggested Page Limit
II	Price Proposal	1 DIBBS copy	N/A

(2) During proposal evaluation, each volume will be reviewed separately. All cost/price data/information, if required, must be in Volume II. No reference to cost/price data/information shall be included in the technical proposal.

(b) Volume I, Technical Proposal

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

(2) **You are required to prepare and submit your proposal aligned with the technical factors specified in Section M of this solicitation to facilitate government review and evaluation. Continuation sheets shall clearly identify the solicitation number and your firm's name on each page.**

(c) Volume II, Price Proposal

(1) If this solicitation contains FAR 52.215-20, the offeror is required to furnish cost or pricing data or information other than cost or pricing data in the format specified in the clause or its Alternates.

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TECHNICAL AND PAST PERFORMANCE EVALUATION FACTORS
(To be addressed in Volume I of the offeror's proposal in accordance with DLA Troop Support solicitation provision, *Instructions for Preparing Proposals)*

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

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

(a) The offeror shall submit Product Demonstration Models (PDM), as specified below, as part of its proposal. Models will be submitted at no expense to the Government and must be received prior to the time and date set forth for closing of offers. PDMs will be returned at the offeror's request and expense so long as the PDM(s) is(are) not destroyed by testing, retained by the Government as a manufacturing standard, and/or unless otherwise specified by the solicitation. PDMs will become Government property unless return is requested within 30 days after date of award. **PDMs are required for each Place of Performance submitted under this Request for Proposal. Failure to submit the required PDM(s) will result in your offer being rejected from consideration for award.**

Item: BUCKLE AND CLIPS, END STRAP, GOLD FINISH, MC
No. of Units Required: 2 EACH

For this solicitation, alternate materials will NOT be allowed. In order to ensure that the contractor is able to manufacture the item, the specified materials outlined in the Military Specification MIL-DTL-1963K, dated September 4, 2019.

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

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

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

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

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

Evaluation of the PDMs will effectively indicate the contractor's comprehension of the item's technical requirements and their ability to manufacture the items in accordance with the Purchase Description. **Therefore, for this solicitation, alternate materials will NOT be permitted.** To ensure that the contractor can manufacture the item, the specified materials outlined in **Military Specification MIL-DTL-1963K, dated September 4, 2019**, must be used.

The offeror is not permitted to utilize alternate manufacturing operations or change the construction/design of the PDM. The

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PDM must be manufactured (i) at the same facility as the production quantity and (ii) must be in accordance with applicable specifications, including the placement of the labels, unless otherwise identified. However, labels need not be printed for the purpose of the PDM but there must be an indication as to the size of the PDM, when applicable.

(End of Text)

*****PLEASE NOTE THAT TWO (2) EA PDMs BUCKLE AND CLIPS, END STRAP, GOLD FINISH, MC, ARE REQUIRED FOR EACH PROPOSED PLACE OF PERFORMANCE. IF YOU INTEND TO SUBCONTRACT A PORTION OF THE REQUIREMENT, PDM'S MUST BE SUBMITTED FROM THE PROPOSED SUBCONTRACTORS PLACE OF PERFORMANCE***.**

(2) Past Performance - Performance Confidence Assessment (Second Evaluation Factor)

a. Past Performance Recency (Evaluation Sub-factor)

The offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity **within three years preceding the solicitation closing date**. Any information submitted **outside the three years** will be considered **Not Recent**. For each contract, the offeror shall provide:

(1) The contract/order number.
(2) Date of the contract/order.
(3) The commercial or Government entity point of contact (name, address, **email address** and telephone number).
(4) Average dollar amount of the contract per annum.
(5) Total contract/order quantity.
(6) Quantity shipped per month.
(7) Period of Performance.
(8) Brief description of the item(s), including the National Stock Number (NSN) and specification number, if applicable.

b. **Past Performance Relevancy (Evaluation Sub-factor)**

For Past Performance Relevancy, offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity **within three years preceding the solicitation closing date. List the CAGE code for all places of performance proposed on subject solicitation.**

For each contract identified in response to paragraph (a) above, the offeror **shall** provide:
(1) The contract/order number.
(2) Date of the contract/order.
(3) The commercial or Government entity point of contact (name, address, **email address** and telephone number).
(4) Average dollar amount of the contract per annum.
(5) Total contract/order quantity.
(6) Quantity shipped per month.
(7) Period of Performance.
(8) Brief description of the item(s), including the National Stock Number (NSN) and specification number, if applicable.

c. **Quality and Delivery of Past Performance (Evaluation Subfactor)**

i. Quality of Products

Quality of Items for each contract identified in response to paragraph (a) above:

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The offeror shall describe the quality of items delivered **within the three years preceding the solicitation closing date**. For sub-standard quality, the offeror shall specifically address any warranty actions taken, quality deficiency reports issued, or returned merchandise (including one-for-one exchanges). The description of the problem shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not it was the offeror's fault or subject to mitigating circumstances.

ii. Delivery Performance

Your delivery performance will be evaluated using the offeror's SPRS score for Federal Supply Class (FSC) 8315. **An overall SPRS summary score with also be evaluated for the offeror's Cage code for an overall summary score of all FSCs.** If a vendor does not have a score, they may submit the information below. If no information exists for the offeror's CAGE code as well as the CAGE code of the proposed place of performance, they will be rated neutral.

The offeror shall submit the information below. If no information exists for the offeror's CAGE code as well as the CAGE code of the proposed place of performance, they will be rated neutral.

For each contract identified in response to paragraph (a) above:

The offeror shall specifically indicate whether the items were delivered on time, ahead of or behind schedule **within the three years preceding the solicitation closing date**. If the items were not delivered on time, the offeror shall also provide the number of days delivered ahead of or behind schedule, whether revised delivery schedules were granted and an explanation for any delivery extensions. For delinquent delivery, the description shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not the problem was the offeror's fault, otherwise excusable or subject to mitigating circumstances.

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

SECTION M

EVALUATION FACTORS FOR AWARD DLA TROOP SUPPORT

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

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

[ ] approximately equal to cost or price.

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

(b) Non-Cost/Price Evaluation Factors (listed in descending order of importance):

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(1) Product Demonstration Models (PDMs) will be reviewed for:

i. Sweatshirt, Coast Guard and Sweatpants, Coast Guard - Product Demonstration Model(s) (All subfactors are of equal importance):

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

*An Un-Acceptable rating on any element for any PDM submission will result in a failing rating for the Sub-factor and an overall Un-Acceptable rating for the PDM submission, and the entire offer will be rejected. Any PDM that is Un-Acceptable will be rejected and will not be evaluated further.

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

The following adjectival comparison will be utilized to evaluate the PDMs, and the technical evaluation factor:

Product Demonstration Model (PDM)

• **Outstanding.**

Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low. The PDM meets all stated requirements of the acquisition documentation (i.e., specification; commercial item description; purchase description, etc.) and has no weaknesses.

• **Good.**

Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low. The proposal's strengths outweigh any weaknesses when the PDM substantially meets the stated requirements of the acquisition documentation (i.e. specification; commercial item description; purchase description, etc.), but the PDM contains a weakness or a few weaknesses that are not significant and are very easily correctable during production.

• **Acceptable.**

Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. The proposal's strengths and weaknesses are offsetting or will have little or no impact on contract performance when the PDM substantially meets the stated requirements of the acquisition documentation (i.e., specification; commercial item description; purchase description, etc.), but the PDM contains at least one weakness that requires preventative corrective action in production or a moderate number of weaknesses.

• **Marginal.**

Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. The PDM does not meet all stated requirements of the acquisition documentation (i.e., specification; commercial item description; purchase description, etc.), but has potential to become acceptable through significant corrective action. The PDM exhibits at least one significant weakness or a significant number of weaknesses that indicates that the offeror did not completely understand the technical requirements and exhibits a low probability to produce an acceptable item.

• **Unacceptable.**

Proposal does not meet requirements and contains one or more deficiencies.
Proposal is un-awardable. The PDM substantially fails to meet many significant designs related to and/or other requirements of the acquisition documentation (i.e., specification; commercial item description; purchase description, etc.), and is indicative of a lack of understanding the technical requirements. The PDM exhibits a very significant weakness or weaknesses determined by the evaluation team to render the PDM completely unacceptable for its intended function. The PDM cannot become acceptable without extensive corrective action or remedy that would be tantamount to a new PDM.

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

(2) Past Performance Factor - Performance Confidence Assessment

a. Past Performance Recency
b. Past Performance Relevancy
c. Quality and Delivery of Past Performance
  i. Quality of Products
  ii. Delivery Performance

NOTE: The Recency, Relevancy and the Quality of Products sub-factors are of equal importance.

a. Recency

The Government will utilize the following rating scale to evaluate Past Performance Recency:

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

- **Not Recent**
  Any performance outside of or greater three years prior to the closing date will be considered “not recent” and will not be further evaluated for relevancy or quality of products and services.

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

b. Relevancy

The Government will utilize the following rating scale to evaluate Past Performance Relevancy:

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

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

- **Somewhat Relevant**
  Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

- **Not Relevant**
  Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

c. Quality of Products/Delivery Performance

i. Quality of Products

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Form (CONTINUED)

The Government will utilize the following rating scale to evaluate Quality of Products:

- **Outstanding**
  An overall Outstanding rating indicates the offeror's past performance record consistently meets or exceeds contract requirements. Past contractual performance has been accomplished with few minor problems for which corrective actions taken by the offeror have been highly effective.

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

- **Acceptable**
  An overall Acceptable rating indicates the offeror's past performance record consistently meets contract requirements. Offeror's record of past performance contains reports of some minor problems for which corrective actions taken by the offeror appear to have been or were acceptable.

- **Marginal**
  An overall Marginal rating indicates the offeror's past performance record has not met some contract requirements. Offeror's record of past performance contains reports of serious problems for which the offeror did not identify corrective actions or proposed corrective actions that were only marginally effective or were not fully implemented.

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

- **Neutral**
  The offeror has no relevant record of past performance. Offeror will not be rated favorably or unfavorably.

ii. Delivery Performance

The Government will utilize the following rating scale to evaluate Delivery Performance:

- **Outstanding**
  An overall Outstanding rating indicates the offeror's past performance record consistently meets or exceeds contract requirements. Past contractual performance has been accomplished with few minor problems for which corrective actions taken by the offeror have been highly effective.

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

- **Acceptable**
  An overall Acceptable rating indicates the offeror's past performance record consistently meets contract requirements. Past contractual performance has been accomplished with some minor problems for which corrective actions taken by the offeror are or appear to have been acceptable.

- **Marginal**
  An overall Marginal rating indicates the offeror's past performance record has not met some contract requirements. Offeror's record of past performance contains reports of serious problems for which the offeror did not identify corrective actions or proposed corrective actions that were only marginally effective or were not fully implemented.

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

- **Neutral**
  The offeror has no relevant record of past performance. Offeror will not be rated favorably or unfavorably.

Past Performance - Performance Confidence Assessment
The overall evaluation rating assigned for the Past Performance factor will be a level of confidence based on the combined evaluation of the three sub-factors for recency, relevancy and quality/delivery. This overall rating is known as the Performance Confidence Assessment. The following rating symbology will be utilized to arrive at the overall rating for Past Performance:

- **Substantial Confidence**
  Based on the offeror's recent, relevant, and quality/delivery 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, and quality/delivery performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

- **Limited Confidence**
  Based on the offeror's recent, relevant, and quality/delivery 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, and quality/delivery performance record, the Government has no expectation that the offeror will successfully perform the required effort.

- **Unknown Confidence (Neutral)**
  No recent, relevant, and quality/delivery performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

The currency and relevance of the information, source of the information, context of the data, volume of business and general trends in performance will be considered. Offerors may be given an opportunity to address especially unfavorable reports of past performance and the offeror's response, or lack thereof will be taken into consideration.

Price Evaluation---For each item the total price will be calculated by taking the offeror's proposed unit price and multiplying it by the corresponding evaluative quantity. This calculation will be done for each of the 12-month tiers. The total price for each item (inclusive of five (5) 12-month tier) will be added together to arrive at the total proposal price.

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

Part 12 Clauses

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) FAR

CLAUSES ADDED TO PART 12 BY ADDENDUM

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Part 12 Clauses (CONTINUED)

252.225-7036 BUY AMERICAN -- FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM -- BASIC (NOV 2023) DFARS

L27 ADDITION AND DELETION OF ITEMS (AUG 2017)

L08 USE OF SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) IN PAST PERFORMANCE EVALUATIONS (JUN 2024)

L02 ELECTRONIC ORDER TRANSMISSION (JUN 2020)

Offerors shall select one of the following alternatives for paperless order transmission:
[ ] American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or
[ ] Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.
Offerors must register on the DLA Internet Bid Board System (DIBBS) (https://www.dibbs.bsm.dla.mil/) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.
Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp).
Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:
DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil
DLA Troop Support, dlaedigroup@dla.mil
DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

L01 ELECTRONIC AWARD TRANSMISSION (JUN 2020)

E07 EVALUATION FACTOR FOR ORIGIN INSPECTION (JAN 2018)

E06 INSPECTION AND ACCEPTANCE AT SOURCE (JUN 2018)

Inspection and acceptance are at source. The place of acceptance is the location where the Government conducts the last inspection before shipment, unless the contractor indicated a different physical location for acceptance below.
The contractor shall indicate the location where supplies will be inspected, if different from the production location:
Commercial and Government Entity (CAGE) code:
Address:
Applicable to contract line item numbers(s) (CLIN(s)):
The contractor shall indicate the location where packaging will be inspected, if different from the production location:
[ ] Same as for supplies OR
CAGE code:
Address:
Applicable to CLIN(s):
The contractor shall indicate the location where supplies will be accepted, if different from the inspection location:
Commercial and Government Entity (CAGE) code:
Address:
Applicable to contract line item numbers(s) (CLIN(s)):

E05 PRODUCT VERIFICATION TESTING (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.
(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.
(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222.

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Part 12 Clauses (CONTINUED)

The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, “Product Verification Test Samples - Do Not Post to Stock," Contract Number [ ] and Lot/Item Number [ ]” adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:
(a) Hard copies of the contract;
(b) Material certifications/process operation sheets; and
(c) Drawings used to manufacture the units and return shipping information.
(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.
(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

E03 PRODUCTION LOT TESTING --- CONTRACTOR (MAY 2020)

(1) The purpose of production lot testing (PLT) is to validate quality conformance of products. The contractor shall complete PLT on the production lot(s) after first article approval, if the contract requires first article testing. The contractor shall price the PLT CLIN to cover the cost of the final test report and any approved samples that are consumed, destroyed, or otherwise rendered unusable during testing. The unit of issue for the PLT CLIN, EACH, is equal to one Production Lot Test (1EA=1PLT).
(2) For purposes of facilitating PLT, the engineering support activity and/or testing facility has authority to communicate and discuss clarifications directly with contractors. If the Government and/or the contractor identify changes to contract requirements, the contractor shall contact the post award contracting officer or contract administrator (see the “Issued By” blocks on the contract award or order) for written approval. The contractor shall not act on any revisions or other changes until the contracting officer issues a written modification approving the proposed revision(s)/change(s).
(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3, and maintain and make available all records evidencing those details if requested by the Government. At least fourteen (14) calendar days (or as otherwise specified in the contract) prior to conducting the production lot test, the contractor shall provide written notice of the time and location of the test to the contracting officer and the cognizant DCMA functional specialist when full administration or quality support administration is delegated to DCMA, so the Government may witness sample selection and the test.
(4) Unless otherwise stated, the contractor shall select **[]** samples at random from the production lot(s) produced. If the quantity stated in the previous sentence equals “ZZ,” the contractor shall use the appropriate sample size identified in the technical data package or applicable sample plan provided by the Government. If the contractor cannot determine the sample quantity, the contractor shall obtain written confirmation of the sample size from the contracting officer.
(5) The contractor shall perform all tests on the PLT samples needed to verify/validate the items meet the contract technical/quality requirements.
(6) If a PLT sample fails, the entire production lot from which the contractor took the sample fails. The contractor shall notify the contracting officer and propose corrective action, if appropriate.
(7) The contractor shall prepare and disseminate the PLT report and applicable traceability documentation as follows:
(a) Prepare the test report in accordance with data item description DI-NDTI-80809B, and mark the test report, “Production Lot Test Report, Contract Number **[]** and Lot/Item Number **[]**.”
(b) Present the PLT report to the contracting officer for review.
(c) Include the following documentation with all shipments of PLT Reports:
(i) DD Form 1222 and system of record receiving report (i.e., WAWF or DD Form 250);
(ii) Copy of the contract/order;
(iii) Copy of all applicable test reports, showing actual results and tolerances specified in the technical data package;
(iv) Material and process certifications;
(v) Process operations and inspection method sheets;
(vi) Copies of drawings used to manufacture the PLT sample, with proper marking torestrict public disclosure (if desired) and from Government use other than for evaluation to the extent consistent with the Government's data rights under the contract; and
(vii) Documents required under a contract deliverables requirements list, if applicable.
(d) Submit all required documentation to the Government activity specified in the contract in time to allow for at least **[]** calendar days for review of the PLT report, and for the contracting officer to provide written notification of approval/disapproval to the contractor.
(i) For awards issued by DLA Troop Support Construction and Equipment (SPE8E), email all required documentation to Construction and Equipment PLT Monitor at trpsptcandepltmonitor@dla.mil . If documentation files exceed email limitations, submit to the following address: DLA Troop Support, Attention: Production Lot Testing Monitor, Building 3, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111.
(e) For PLT, the Government will conduct inspection at source and acceptance at destination. The FOB point is destination.
(f) Delivery.
(i) Ship test report to **[]**.
(ii) Delivery Schedule Information:
(A) Total Delivery Days for FAT (If Applicable)
(B) Days: Completion of Production Units (to include PLT samples), PLT, and Submission of PLT Report
(C) Days: Government PLT Report Evaluation and Notification to Contractor
(D) Days: Delivery of final production quantity to Government
(E) Total Delivery Days (Sum of paragraph **(**ii)(A) through (D) above

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Part 12 Clauses (CONTINUED)

C20 VENDOR SHIPMENT MODULE (VSM) (JUL 2024)

C14 CORRECTION OF NONCONFORMING PACKAGING OR MARKING (MAY 2020)

C01 SUPERSEDED PART NUMBERED ITEMS (FEB 2025)

BASIS FOR AWARD AND EVALUATION FACTORS FOR AWARD

Please refer to section L of this solicitation.

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

(End of Provision)

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

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

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Part 12 Clauses (CONTINUED)

DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of provision)

52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006) FAR

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

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

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984) FAR

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

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

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **DLA Troop Support, 700 Robbins Ave, Phila, PA 19111**. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of Clause)

52.232-17 INTEREST (MAY 2014) FAR

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

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) FAR

52.217-5 EVALUATION OF OPTIONS (JUL 1990) FAR

52.219-33 NONMANUFACTURER RULE (SEP 2021) FAR

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Part 12 Clauses (CONTINUED)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

As prescribed in 16.506(e), insert the following clause:
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **THE LAST SCHEDULED DELIVERY DATE UNDER CONTRACT**.

(End of clause)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST AND PRICING DATA (NOV 2021) FAR

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product and commercial service exception.* For a commercial product and commercial service exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) FAR

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0004) FAR

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Part 12 Clauses (CONTINUED)

This clause incorporates by reference only those clauses required to implement provisions of law or Executive orders applicable to the acquisition of commercial products or commercial services. The contracting officer shall attach this clause to the solicitation and contract and, using the appropriate clause prescriptions, indicate which, if any, of the additional clauses cited in 52.212-5(b) or (c) are applicable to the specific acquisition. Some of the clauses require fill-in; the fill-in language should be inserted as directed by 52.104(d). When cost information is obtained pursuant to part 15 to establish the reasonableness of prices for commercial products or commercial services, the contracting officer shall insert the clauses prescribed for this purpose in an addendum to the solicitation and contract. This clause may not be tailored.

(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 and Other Covered Entities (NOV 2021) (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: [Contracting Officer check as appropriate.]
[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)
[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
[X] (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.)
[X] (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).
[] (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).
[] (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).
[] (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]
[X] (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.
[] (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).
[]_ (21)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).
[X] (ii) Alternate I (NOV 2016) of 52.219-9.
[] (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).
[] (24) 52.219-16, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
[X] (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 Service-Disabled Veteran-Owned Small Business Program (FEB 2024) (15 U.S.C. 657f).
[] (26) (i) 52.219-28, Postaward Small Business Program Representation (JAN 2025) (15 U.S.C. 632(a)(2)).
[] (ii) Alternate I (MAR 2020) of 52.219 -28.

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Part 12 Clauses (CONTINUED)

[X] (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. 657s).
[] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
[] (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).
[X] (33) [Reserved]
[X] (34) [Reserved]
[X] (ii) [Reserved]
[X] (35)(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) (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.
[] (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
[] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
[] (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
[X] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
[] (40) 52.222 -54, Employment Eligibility Verification (JAN 2025). (E. O. 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.)
[X] (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)(i) 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) 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.
[X] (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.
[X] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
[] (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).
[] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).
[] (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
[] (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).
[] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
[] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (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).
[X] (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.).
[] (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

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Part 12 Clauses (CONTINUED)

commercial services: [Contracting Officer check as appropriate.]
[] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
[] (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) (AUG2018) (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) (29 U.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 and Other Covered Entities (NOV 2021) (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.

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Part 12 Clauses (CONTINUED)

(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) 52.247 -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)

52.212-2 EVALUATION---COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) FAR

As prescribed in 12.205(a)(2), insert a provision substantially as follows:
(a) Evaluation factors. 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 will be used to evaluate offers:
PDM, PAST PERFORMANCE, PRICE
(b) *Options (if applicable)*. 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. The evaluation of options does not obligate the Government to exercise the option(s).
(c) *Notice of award*. A written notice of award or acceptance of an offer 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)

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

As prescribed in 11.703(a), insert the following clause:
(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
(b) The permissible variation shall be limited to:
2 Percent increase
2 Percent decrease
This increase or decrease shall apply to **ALL CLINS/SUB LINE LEVEL**.*

(End of clause)

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

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

(End of clause)

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

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

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Part 12 Clauses (CONTINUED)

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

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) FAR

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

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that --

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

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

(End of provision)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) FAR

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995) FAR

As prescribed in 9.206-2 , insert the following clause:
(a) Definition. “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.
http://quicksearch.dla.mil/qsSearch.aspx
(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.
Offeror's Name:
Manufacturer's Name:
Source's Name:

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Part 12 Clauses (CONTINUED)

Item Name:
Service Identification:
Test Number: (to the extent known)
(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
(e) If an offeror, manufacturer, source, product or service has met the qualification requireme nt but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

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

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020) FAR

As prescribed in 4.1804(d), insert the following provision:
(a) Definitions. As used in this provision --
Commercial and Government Entity (CAGE) code means --
(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.
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.
(b) 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.
(c) If the Offeror has indicated “is” in paragraph (b) 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).

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020) FAR

As prescribed in 4.1804(b), use the following provision:

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

Commercial and Government Entity (CAGE) code means --

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

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Part 12 Clauses (CONTINUED)

(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity?: [_] Yes or [ ] No.
(d) If the Offeror indicates "yes" in paragraph (c) 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)

(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) FAR

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

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

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS

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

As prescribed in 232.7004 (b), use the following clause:
(a) *Definitions.* As used in this clause -
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.
Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.
Payment request and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) *WAWF access.* To access WAWF, the Contractor shall -
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items -
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.
Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC		(If blank, see resulting award)

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Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Issue By DoDAAC		(If blank, see resulting award)
Admin DoDAAC		(If blank, see resulting award)
Inspect By DoDAAC		(If blank, see resulting award)
Ship To Code		(If blank, see resulting award)
Ship From Code		(If blank, see resulting award)
Mark For Code		(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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

(End of Clause)

252.227-7015 TECHNICAL DATA - COMMERCIAL PRODUCTS OR COMMERICAL SERVICES (JAN 2025) DFARS

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

252.225-7035 BUY AMERICAN -- FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE -- BASIC (NOV 2023) DFARS

Basic. As prescribed in *225.1101* (9) and (9)(i), use the following provision:
(a) *Definitions.* “Bahraini end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “foreign end product,” “Moroccan end product,” “Panamanian end product,” “Peruvian end product,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American --Free Trade Agreements --Balance of Payments Program --Basic clause of this solicitation.
(b) *Evaluation.* The Government --
(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) For line items subject to Buy American --Free Trade Agreements --Balance of Payments Program --Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.
(c) *Certifications and identification of country of origin.* (1) For all line items subject to the Buy American --Free Trade Agreements --Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --
(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

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Part 12 Clauses (CONTINUED)

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror shall identify all end products that are not domestic end products.
(i) The offeror certifies that the following supplies are qualifying country (except Australian) end products:

(Line Item Number)	(Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products or Peruvian end products:

(Line Item Number)	(Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (1)(ii) of the definition of "domestic end product":

(Line Item Number)	(Country of Origin (If known))

(End of provision)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE — SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009) DFARS

(a) *Definitions*. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of --

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018) DFARS

As prescribed in 215.408(6)(iii), use the following provision:
The Offeror shall submit the cost portion of the proposal via the following electronic media: *[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]*

(End of provision)

252.215-7008 ONLY ONE OFFER (DEC 2022) DFARS

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

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) DFARS

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Part 12 Clauses (CONTINUED)

As prescribed in 211.274-5(a), use the following clause:
(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

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Part 12 Clauses (CONTINUED)

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

(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 paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause 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).

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Part 12 Clauses (CONTINUED)

(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 rmats 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)

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

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

As prescribed in 204.7304(d), use the following provision:
(a) *Definitions.*
Basic Assessment, *Medium* Assessment, and *High Assessment* have the meaning given in the clause 252.204 -7020, NIST SP 800 -171 DoD Assessments.
Covered contractor information system has the meaning given in the clause 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.
(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800 -171, the Offeror shall have a current assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204 -7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800 -171 DoD Assessments are described in the NIST SP 800 -171 DoD Assessment Methodology located at *https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf*
(c) *Procedures.* (1) The Offeror shall verify that summary level scores of a current NIST SP 800 -171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (*https://www.sprs.csd.disa.mil/*) for all covered contractor information systems relevant to the offer.
(2) If the Offeror does not have summary level scores of a current NIST SP 800 -171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to *webptsmh@navy.mil* for posting to SPRS in the format identified in paragraph (d) of this provision.
(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.
(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.
(i) The email shall include the following information:
(A) Cybersecurity standard assessed (*e.g.*, NIST SP 800 -171 Rev 1).
(B) Organization conducting the assessment (*e.g.*, Contractor self-assessment).

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Part 12 Clauses (CONTINUED)

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract --
(*1*) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and
(*2*) A brief description of the system security plan architecture, if more than one plan exists.
(D) Date the assessment was completed.
(E) Summary level score (*e.g.*, 95 out of 110, NOT the individual value for each requirement).
(F) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.
(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

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

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

(End of provision)

52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR

As prescribed in 3.1004(b), insert the following clause:
(a) Definition.
"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).
(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.
(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
(3) Any required posters may be obtained as follows:

Poster(s)	**Obtain from**
DoD Inspector General	**ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884 or www.dodig.osd.mil/**

(Contracting Officer shall insert ---
(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
(ii) The website(s) or other contact information for obtaining the poster(s).)
(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—
(1) Is for the acquisition of a commercial product or commercial service; or
(2) Is performed entirely outside the United States.

(End of clause)

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Part 12 Clauses (CONTINUED)

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

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

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

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

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration

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Part 12 Clauses (CONTINUED)

memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Cyber incident reporting requirement*.

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

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

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

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Part 12 Clauses (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Part 12 Clauses (CONTINUED)

(2) Require subcontractors to --

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

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

(End of clause)

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

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (NOV 2015) FAR

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

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

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

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

(1) It [ ] is,[ ] is not an inverted domestic corporation; and

(2) It [ ] is,[ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

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

52.216-18 ORDERING (AUG 2020) FAR

As prescribed in 16.506(a), insert the following clause:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF CONTRACT AWARD** through **LAST DELIVERY DATE UNDER CONTRACT/OPTION**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in 16.506(b), insert a clause substantially the same as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 UNIT EACH** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **$9,000,000** [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of **$9,000,000** [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the

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Part 12 Clauses (CONTINUED)

item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION 2025-O0004) (MAR 2025) FAR

As prescribed in 23.109(a), insert the following clause:

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means:

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (*https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products*).

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (*https://www.energy.gov/eere/femp/search-energy-efficient-products* and *https://www.energystar.gov/products?s=mega*).

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) (*https://www.biopreferred.gov*).

(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(b) *Requirements.*

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are --

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(3) [Reserved]

(c) *Resource.* The Green Procurement Compilation (GPC) available at *https://sftool.gov/greenprocurement* provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

(End of clause)

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

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

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

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

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

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

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Part 12 Clauses (CONTINUED)

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

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

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

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

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

“Structural component of a tent” --

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

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

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

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

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

(1) Food.

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

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

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Part 12 Clauses (CONTINUED)

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

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

(8) Canvas products.

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

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

(c) This clause does not apply --

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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Part 12 Clauses (CONTINUED)

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

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

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

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

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

As prescribed in 232.7004 (b), use the following clause:
(a) *Definitions.* As used in this clause -
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.
Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.
Payment request and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) *WAWF access.* To access WAWF, the Contractor shall -
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items -
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)

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Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

See administer listed on page 1

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

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.240-7998 PROHIBITION ON THE PROCUREMENT OF COVERED SEMICONDUCTOR PRODUCTS AND SERVICES FROM COMPANIES PROVIDING COVERED SEMICONDUCTOR PRODUCTS AND SERVICES TO HUAWEI—REPRESENTATION (SEP 2025) (DEVIATION 2025-O0007) DFARS

(a) Prohibition. Section 853 of the National Defense Authorization Act for Fiscal Year 2025 (Pub. L. 118-159) prohibits DoD from entering into or renewing a contract for the procurement of any covered semiconductor products and services for the Department of Defense with any entity that knowingly provides covered semiconductor products and services to Huawei.
(b) *Definitions.*
(1) "Covered semiconductor products and services" means --
(i) Semiconductors;
(ii) Equipment for manufacturing semiconductors; and
(iii) Tools for designing semiconductors.
(2) "Huawei" means --
(i) Huawei Technologies Company;
(ii) Any entity that is a subsidiary, owner, beneficial owner, affiliate, or successor of Huawei Technologies Company; and
(iii) Any entity that is directly or indirectly controlled by Huawei Technologies Company.
(c) *Representation*. By submission of its offer, the Offeror represents that it will not knowingly provide covered semiconductor products and services to Huawei, as described in paragraphs (a) and (b) of this provision, in the performance of any contract resulting from this solicitation.
(End of provision)

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Part 12 Clauses (CONTINUED)

252.240-7999 PROHIBITION ON THE PROCUREMENT OF COVERED SEMICONDUCTOR PRODUCTS AND SERVICES FROM COMPANIES PROVIDING COVERED SEMICONDUCTOR PRODUCTS AND SERVICES TO HUAWEI (SEP 2025) (DEVIATION 2025-O0007) DFARS

(a) *Prohibition*. In accordance with section 853 of the National Defense Authorization Act for Fiscal Year 2025, during the performance of this contract, the Contractor shall not knowingly provide any covered semiconductor products and services to Huawei.
(b) *Definitions.*
(1) "Covered semiconductor products and services" means --
(i) Semiconductors;
(ii) Equipment for manufacturing semiconductors; and
(iii) Tools for designing semiconductors.
(2) "Huawei" means --
(i) Huawei Technologies Company;
(ii) Any entity that is a subsidiary, owner, beneficial owner, affiliate, or successor of Huawei Technologies Company; and
(iii) Any entity that is directly or indirectly controlled by Huawei Technologies Company.
(End of clause)

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

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

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

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

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

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

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

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

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

(1) To be completed by the offeror:
(i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;
(ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;
(iii) Size of container: ” (Length), × ” (Width), × ” (Height) = Cubic Ft;
(iv) Number of items per container each;
(v) Gross weight of container and contents Lbs;
(vi) Palletized/skidded [ ] Yes [ ] No;
(vii) Number of containers per pallet/skid ;
(viii) Weight of empty pallet bottom/skid and sides Lbs;
(ix) Size of pallet/skid and contents Lbs Cube ;
(x) Number of containers or pallets/skids per railcar *
(A) Size of railcar
(B) Type of railcar
(xi) Number of containers or pallets/skids per trailer *
(A) Size of trailer Ft
(B) Type of trailer
* Number of complete units (line item) to be shipped in carrier's equipment.

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Part 12 Clauses (CONTINUED)

(2) To be completed by the Government after evaluation but before contract award:
(i) Rate used in evaluation ;
(ii) Tender/Tariff ;
(iii) Item .

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

(End of clause)

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

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.
“Ocean transportation” means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
“Supplies” means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
“U.S.-flag vessel” means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.
(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
(i) This contract is a construction contract; or
(ii) The supplies being transported are --
(A) Other than commercial products; or
(B) Commercial products that --
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and
(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.

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Part 12 Clauses (CONTINUED)

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

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

(End of clause)

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

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

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

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

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

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS

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

Part 12 Provisions

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0004) FAR

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the

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Part 12 Provisions (CONTINUED)

System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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Part 12 Provisions (CONTINUED)

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 124.1002*, means a small business concern under the size standard applicable to the acquisition, that --
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by --
(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
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 least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with *13 CFR part 127*), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with *13 CFR 127.300*.
(b)(1) *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) *Service-disabled veteran-owned small business (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 as part of its offer that it **[]** is, **[]** is not an SDVOSB concern.
(4) *Service-disabled veteran-owned small business (SDVOSB) concern joint venture eligible under the SDVOSB Program*. The offeror represents that it **[]** is,

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Part 12 Provisions (CONTINUED)

[] 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 a veteran-owned small business concern in paragraph (c)(2) 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 124.1002*.
(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 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

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Part 12 Provisions (CONTINUED)

domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.
(B) The terms “Bahrainian, 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 Bahrainian, 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 Bahrainian, 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:
[List as necessary]
(3) *Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate III.* If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, 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 Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian 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)(5)(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

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Part 12 Provisions (CONTINUED)

[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. § 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. § 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. § 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. 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.*

Line Item No	Country 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) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(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) Maintenance, calibration, or repair of certain equipment as described in FAR 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

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Part 12 Provisions (CONTINUED)

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) Certain services as described in FAR 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 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 CFR 1.6049 -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 email 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

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Part 12 Provisions (CONTINUED)

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 (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
(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 identifer 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

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Part 12 Provisions (CONTINUED)

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 (FEB 2024) FAR

Alternate I. 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.

(End of provision)

PROVISIONS ADDED TO PART 12 BY ADDENDUM

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

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

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

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

As prescribed in 7.203 , insert the following provision:

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022) DFARS

As prescribed in 209.104-70 , use the following provision:
(a) *Definitions.* As used in this provision -
(1) *Effectively owned or controlled* means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
(2) *Entity controlled by a foreign government* -
(i) Means -
(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
(B) Any individual acting on behalf of a foreign government.
(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
(3) *Foreign government* includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
(4) *Proscribed information* means -
(i) Top Secret information;
(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;
(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
(iv) Special Access Program (SAP) information; or
(v) Sensitive Compartmented Information (SCI).
(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity

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Part 12 Provisions (CONTINUED)

requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 4874.
(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

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

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

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

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

(End of provision)

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

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) DFARS

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation.
(b) *Evaluation.* The Government --
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
(c) *Certifications and identification of country of origin.*
(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror certifies that the following end products are qualifying country end products:
Line Item Number Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":
Line Item Number Country of Origin (If known)

(End of provision)

252.225-7000 BUY AMERICAN STATUTE---BALANCE OF PAYMENTS PROGRAM CERTIFICATE)---ALTERNATE I (NOV 2014) DFARS

Alternate I. As prescribed in *225.1101* (1) and (1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":
(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Alternate I clause of this solicitation.
(b) *Evaluation*. The Government --
(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
(c) *Certifications and identification of country of origin*.
(1) For all line items subject to the Buy American and Balance of Payments Program --Alternate I clause of this solicitation, the offeror certifies that --
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:
Line Item Number Country of Origin

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Part 12 Provisions (CONTINUED)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":
Line Item Number Country of Origin (If known)

(End of provision)

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

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

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

Use the following provision in solicitations that include the clause at 252.225-7967:

(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.

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

(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

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

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

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

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

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

(End of provision)

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

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

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

(End of provision)

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

As prescribed in 4.2105(a), insert the following provision:
The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services . The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the

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Part 12 Provisions (CONTINUED)

provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.
(a) *Definitions.* As used in this provision-
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(d) *Representations.* The Offeror represents that --
(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --
It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment --
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(ii) For covered services --
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment --
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
(ii) For covered services --
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

As prescribed in 4.2105(c), insert the following provision:

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Part 12 Provisions (CONTINUED)

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

(End of provision)