Defense Commissary Agency RFQ # HQC01026QE022

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number [insert solicitation number] is issued as a request for quotation (RFQ) for Commissary Headquarters in Kapaun/Vogelweh Germany.

This acquisition is not set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

See attached Pricing worksheet. PWS: See page 36 of this document.

Description of Requirement: This Performance Work Statement (PWS) defines the requirements for a non-personal services contract to provide Preventive (PM), Unscheduled (UM), and Emergency Maintenance (EM) for the Defense Commissary Agency (DeCA) Vogelweh Headquarters in Germany. The contractor is responsible for providing all qualified labor, management, materials, and specialized tools to ensure the continuous, safe, and compliant operation of all facilities, infrastructure, utilities, and refrigeration systems.

Maintenance & Response Protocols:

> PM: Requires a 100% initial equipment/refrigerant inventory (updated semi-annually) and execution of scheduled checks.
>
> UM: Detailed cost estimates must be submitted via the online Service Order Management System (SOMS) within 14 days, with repairs completed within 45 days of approval.
>
> EM: Operates 24/7/365 with a 3-hour on-site response time. Repairs under €3,000 must be mitigated or fixed immediately; those exceeding €3,000 require immediate COR coordination.

Systems & Data Integrity: All work orders, inventories, and billing must be managed via SOMS. Documentation must be fully compatible with Microsoft Office, and all communication, logs, and briefings must be in English.

Environmental & Liability Standards: The contractor is strictly liable for refrigerant management, requiring detailed tracking for units with greater than or equal to 3kg of gas and an annual leak report due every January 30th.

Quality & Warranties: Fully incorporates EU Directive 2019/771, providing a 2-year legal guarantee on all parts and installations. Non-conforming work must be corrected within 7 days, or the work order faces cancellation without payment.

On-Site Security: Technicians must secure military installation passes, wear company uniforms with visible ID, log in/out of facilities for every task, and brief store management upon arrival and departure.

Organized site visit occurring 13 August 2026 at 9:30am CEST outside of Building 2780
9:00am at Visitor Control Center at Vogelweh for interested parties without access.

Please email Nicholas Ruppert by 11 August 2026 if interested in attending and whether a sign in is needed.

Estimated performance period: Base and three option years.

Quotes due 5pm CEST 21 August 2026 to Nicholas Ruppert, Contract Specialist at Nicholas.Ruppert@deca.mil, and/or Daniel Ellis, Contracting Officer at Daniel.Ellis@deca.mil

Dates and places of delivery and acceptance and f.o.b point: Not applicable.

Solicitation Provision:

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.

52.204-7 System for Award Management-Registration. (Deviation 2026-O0038)

52.217-3 Evaluation Exclusive of Options.

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)

52.237-1 Site Visit

Full text provisions:

52.212-1: Instructions to Offerors-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(i) Descriptive literature demonstrating the offerors ability to perform the work and meet the requirement of the offeror’s internal workforce perform 70% of the required tasks of the contract.

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(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:

Technical

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)

252.203-7005 Representation Relating to Compensation of Former DoD Officials.

REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.

COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision-

"Controlled technical information," "covered contractor information system," "covered defense information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)-

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of-

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7024 Notice on the Use of the Supplier Performance Risk System.

NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

(a) Definitions. As used in this provision-

"Item risk" means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

"Price risk" means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

"Supplier risk" means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at https://piee.eb.mil/, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at https://www.sprs.csd.disa.mil/reference.htm. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

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

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it will will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.225-7055 Representation Regarding Business Operations with the Maduro Regime.

REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) Definitions. As used in this provision-

"Agency or instrumentality of the government of Venezuela," "business operations," "government of Venezuela," and "person" have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

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

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

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

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

(End of provision)

252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.

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

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

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

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

(End of provision)

Contract Clauses:

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)

52.204-13 System for Award Management-Maintenance. (Deviation 2026-O0038)

52.204-9 Personal Identity Verification of Contractor Personnel.

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)

52.222-50 Combating Trafficking in Persons. (Deviation 2026-O0038)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving.

52.232-33 Payment by Electronic Funds Transfer-System for Award Management.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors.

52.233-3 Protest after Award. (Deviation 2026-O0038)

52.233-4 Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)

52.240-91 Security Prohibitions and Exclusions. (Deviation 2026-O0038)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)

Full text Clauses:

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)

Terms and Conditions-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.217-8 Option to Extend Services.

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within performance period.

52.217-9 Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within

30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years .

(End of clause)

252.201-7000 Contracting Officer's Representative.

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials.

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7002

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(DEC 2022) Requirement to Inform Employees of Whistleblower Rights.

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7004 Antiterrorism Awareness Training for Contractors.

ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)

(a) Definition. As used in this clause-

"Military installation" means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed-

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at https://jko.jten.mil/ or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)

(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 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" (available via the internet at https://csrc.nist.gov/publications/sp800) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(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/documents-templates/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

(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)

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

(a) Definitions. As used in this clause-

"Covered defense telecommunications equipment or services" means-

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

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" means-

(1) The People's Republic of China; or

(2) The Russian Federation.

"Covered missions" means-

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

"Critical technology" means-

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

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

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

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

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

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

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

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

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

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

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

252.232-7008 Prohibition of Hexavalent Chromium.

PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

(a) Definitions. As used in this clause-

"Homogeneous material" means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

"Mechanically disjointed" means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) Prohibition.

(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that-

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial products or commercial services, that are for supplies, maintenance and repair services, or construction materials.

(End of clause)

252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime.

PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

(a) Definitions. As used in this clause-

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

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

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

"Person" means-

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

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

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

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

(c) The Contractor shall-

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

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

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

(End of clause)

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.

PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

(End of clause)

252.229-7001 Tax Relief Basic

TAX RELIEF-BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:

(Offeror insert)

RATE (PERCENTAGE):

(Offeror insert)

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 Wide Area Workflow Instructions

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

(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.

WAWF COMBO

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

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

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0866
Issue by DoDAAC	HQC010
Admin DoDAAC	HQC010
Inspect by DoDAAC	HQCE00
Ship to Code	N/A
Ship from Code	N/A
Mark for Code	N/A
Service Approver	HQCE00
Service Acceptor	HQCE00
Accept at other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAACs	N/A

(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.

John.Groh@deca.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

252.232-7008 Assignment of Claims (Overseas)

ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America ; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to

any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.232-7010 Levies on Contract Payments.

LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide-

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including-

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.233-7001 Choice of Law (Overseas)

CHOICE OF LAW (OVERSEAS) (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel.

PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023)

(a) Definitions. As used in this clause-

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.247-7023 Transportation of Supplies by Sea.

TRANSPORTATION OF SUPPLIES BY SEA-BASIC (OCT 2024)

(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) If the transportation of supplies by sea is anticipated under this contract, the Contractor shall-

(1) Notify the Contracting Officer and Maritime Administration (MARAD) at Cargo.Marad@dot.gov-

(i) Within 3 business days after contract award; or

(ii) Immediately prior to the shipment departure date necessary to meet delivery schedules, whichever is earlier; and

(2) Include in the notification-

(i) A statement of the Contractor's intent to transport supplies by sea;

(ii) The contract number; and

(iii) The task-order or delivery-order number, when applicable.

(c)(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.

(d) 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.

(e) 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 the 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(s) and required delivery date(s);

(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.

(f) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and MARAD at Cargo.Marad@dot.gov, Attention: Military Team, 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.

(g) 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

(h) 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.

(i) If the Contractor did not anticipate transporting any supplies by sea at the time of contract award and, therefore, did not provide the notification required by paragraph (b) of this clause, but prior to shipment of supplies, the Contractor learns that supplies will be transported by sea, the Contractor shall-

(1) Provide the notification required by paragraph (b) of this clause to the Contracting Officer and MARAD as soon as it is known that supplies will be transported by sea; and

(2) Comply with all the terms and conditions of this clause.

(j) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (c)(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 (j), 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 (f) of this clause, and this paragraph (j), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Performance Work Statement (PWS)

Facility and Equipment Maintenance & Repairs for DeCA Facilities

1 SCOPE.

1.1 The Defense Commissary Agency (DeCA), a United States (U.S.) Federal Government agency within the Department of Defense, provides routine and uninterrupted availability of mission-critical supermarket resources to support the military and their families in the U.S. and host nations worldwide. To effectively deliver supermarket resources in host nations, DeCA relies on locally available commercial contracted maintenance and repairs services providers to ensure the continuous, safe, and compliant operation of all building systems, infrastructure, and food-handling equipment.

1.2 The Contractor shall provide Preventive Maintenance, Emergency Maintenance, and Unscheduled Maintenance services for DeCA's Vogelweh Headquarters buildings and equipment in accordance with: commercial standards; host nation and European Union laws; Department of Defense, United States Army Europe (USAEUR), and United States Armed Forces Europe (USAFE) regulations; and DeCA's standards. Commercial standards shall include service bulletins and manufacturer guidance to ensure equipment operates as intended, leading to a longer lifespan and reliable performance. Hereinafter, these shall be collectively referred to as guidance. If two or more of these guidances conflict, the more stringent will be followed. The addition or removal of a new or existing facility within the host nation or equipment within a location shall not be considered an out-of-scope change. Adding or removing a facility shall be completed thru the formal MOD process.

1.3 The Contractor shall reduce the environmental impacts caused as a result of work performed under this contract by using, to the maximum extent possible, environmentally sound practices, processes, and products. The Contractor is responsible for the cleanup, removal and safe disposal of any hazardous materials or substances, to include fluorescent bulbs and refrigerants, generated during contract performance.

1.4 This contract is a non-personal services contract. The Government shall not exercise any supervision or control over the contract service providers (CSPs) performing the services herein. Such CSPs shall be accountable solely to the Contractor who, in turn is responsible to the Government.

2 KEY GOVERNMENT PERSONNEL, SYSTEM, AND SOFTWARE.

2.1 Key Government Personnel.

2.1.1 Contracting Officer (KO) is responsible for making contracting decisions, awarding contracts, negotiating terms, obligating funds, and monitoring contractor performance throughout the contract lifecycle. The Contracting Officer is also responsible for appointing and overseeing Contracting Officer's Representatives (CORs) who provides technical monitoring and guidance to the contractor.

2.1.2 Contracting Officer's Representative (COR) is responsible for monitoring the day-to-day administration of the contract, providing technical guidance, inspecting and accepting/rejecting deliverables, and documenting performance and issues. It is crucial that the COR does not make commitments affecting price, quantity, or delivery and understands they are not the contracting officer, as the latter is the only individual authorized to modify a contract.

2.1.3 Store Management are responsible for requesting new work through the Service Order Management System (SOMS), signing work certificates and completed Preventative Maintenance (PM)

check lists, coordinating store support to work, and serves as the primary point of contact for completion of work orders.

2.2 System. The Government's desired outcome is to retain a complete electronic record of WOs submitted, approved, cancelled, rejected, accepted, and invoiced and master inventory of facilities and equipment requiring maintenance services in a single system. Failure to document in the government provided service order management system shall be considered non-performance.

2.2.1 DeCA currently uses an on-line service order management system (SOMS) to track and archive its facility and equipment maintenance. SOMS is a secure, web-based system, which will be used by the Government and the Contractor for services performed under this contract.

2.2.2 The Government reserves the right, at any time during the contract performance period, to change its service order management system. The Contractor shall transition to the new system of comparable functionality. A reasonable period for transition and training will be provided by the Government. The transition time line shall be established at the time of implementation of the new system. The transition shall be completed without additional cost to the Government.

2.2.3 If any WOs are processed by any means other than use of the SOMS or other system provided by the Government, such WOs shall be uploaded, recorded and tracked in SOMS.

2.2.4 The Government will provide training to Contractor personnel upon contract award. Training will enable management and labor personnel (i.e., technicians) to properly complete and submit the required information for work orders to include uploading supporting documents. Training will explain the workflow process to ensure work does not begin prior to approval. The Government will provide this training through a one-time training session for the Contractor's key personnel and trainers upon contract award. The Contractor is subsequently responsible for training all its new and existing employees.

2.2.5 The Government will review each submitted WO and cost estimate or proposal for adequacy, accuracy and reasonableness prior to approving, and will refer incomplete or inadequate submittals back to the Contractor for additional information or corrections. The Contractor shall re-submit the WO after the additional information or corrections has been completed.

2.3 Software. This requirement is not for the procurement of software. The Contractor shall use software that is compatible with the Government's software. The Government uses Microsoft Office Suite applications.

2.3.1 The Contractor shall be able to open, view, edit, and save documents received from the Government without data loss, system crashes, or decreased performance. The Contractor's software shall be capable of working with older versions enabling upgrades without losing access to existing data and applications.

2.3.2 The Contractor's documents shall be able to be opened, edited, and saved by the Government without data loss, system crashes, or decreased performance and not require extensive modification to be used by the Government's system.

2.3.3 Data corruption, system crashes, decreased performance or other issues resulting from the Contractor's software being incompatible with the Government's software shall be considered non-performance.

3 MAINTENANCE TYPES.

The Contractor shall provide Preventive Maintenance, Emergency Maintenance, and Unscheduled Maintenance services. Preventive Maintenance, Emergency Maintenance, and Unscheduled Maintenance services may result in repair, replacement or maintenance of facilities and equipment customarily used in the course of providing grocery resale products and services in supermarket facilities. For a list of types of items that are covered by this contract see Annex A. A list of items in the store that are not covered by this contract can be found in Annex B

3.1 Preventive Maintenance (PM). This service is defined as the act of performing regularly scheduled maintenance activities to help prevent unexpected failures in the future. PM encompasses services, inspections, and adjustments necessary to keep the maintained piece of equipment in proper working order. These services are initiated through work orders automatically generated in SOMS, in accordance with the uploaded PM.

3.1.1 The Contractor shall establish a PM program that identifies an inspection schedule for commissary facilities and equipment.

3.1.1.1 The Contractor shall complete a 100% inventory of facilities and equipment validating and updating the inventory list of facilities and equipment to be included in the PM program. The same inventory list will be used for Unscheduled Maintenance (UM) and Emergency Maintenance (EM) services. The current inventory can be found in Annex C. In addition to facilities and equipment, the Contractor shall inventory the refrigerant gases to include identifying type and charge for each piece of equipment included in the inventory list requiring refrigerant gases. Facilities and equipment included on the inventory list shall have a Contractor generated label attached to them at time of inventory list submission. If an inventory item is missing an inventory label, the Contractor shall produce the label and affix it to the item. The standards for labeling can be found in Annex D. The Contractor shall submit the verified inventory list to DeCA within 30 days of contract award. If the contractor finds discrepancies in the inventory, then the contractor shall make corrections. The corrected inventory list procedures can be found in Annex F.

3.1.1.1.1 DeCA will review the inventory list to ensure only facilities and equipment to be covered by this requirement are on the list. DeCA will inform the Contractor of any facility or equipment not covered and the Contractor shall remove the facility or equipment from the inventory list. Additionally, DeCA will inform the Contractor of any facility or equipment omitted from or new to the inventory list. The Contractor shall add the facility or equipment immediately to the inventory list to include generating and attaching a label to the facility or equipment.

3.1.1.1.2 The Contractor shall conduct a 100% inventory semi-annually and submit an updated inventory list not later than the last day of the half year to the inventory to the COR.

3.1.1.1.3 The Contractor shall ensure Contractor generated labels are attached new equipment

3.1.1.2 The Contractor shall provide and use PM checklists for services. The schedule shall also be annotated on the inventory sheet. The Contractor shall provide the month's PM schedule by the 1st workday of the month.

3.1.1.3 The PM checklists shall meet all applicable requirements of the laws, regulations, and standards stated and shall be updated to reflect changes as they occur. DeCA's standards require the following to be added to the PM checks.

3.1.1.3.1 For refrigeration and HVAC items, the PM checklist shall include functional cleaning of components. The functional cleaning includes, but is not limited to: removing dust, dirt, and debris from condenser coils, evaporator coils, and fans; and removing dust, dirt and debris from machine and technical spaces.

3.1.1.3.2 For fire extinguishers, the PM service includes all required inspections and certifications (stickers).

3.1.1.3.3 for all PM inspections, the inspection checklist shall have the item's manufacturer name, model number, serial number, and DeCA bar code, refrigerant F-gas, and F-gas charge (if they exist). If any of these data points disagree with the current inventory, the contractor shall include the discrepancy on the month's PM finding report.

3.1.1.4 For each task identified per each piece of equipment in the PM program, the Contractor shall follow the identified intervals of performance shown in the Exhibits by numeric identifier. The most common intervals are:

1 = Annual	6 = Bi Monthly	12 = Monthly
2 = Semi Annual	11 = Monthly minus more complex Annual inspection	26 = Bi Weekly
4 = Quarterly		52 = Weekly

3.1.2 The PM program shall include documenting PM services in SOMS.

3.1.2.1 The Contractor shall establish PM work order requests in accordance with the PM schedule prior to performing the PM service.

3.1.2.2 The Contractor shall perform the identified tasks according to the work order request and shall record observations, improper operational findings, corrective actions taken, and corrective actions recommended.

3.1.2.3 The Contractor shall provide copies of the completed checklists to store management within three days of completion of the tasks for Government review and signature.

3.1.2.4 The Contractor shall post copies of signed checklists and any supporting documentation to SOMS within seven days of completion and close out the work order.

3.1.2.5 The Contractor may invoice for PM services only after services are accepted in SOMS.

3.1.3 Quarterly, the Contractor shall, as part of the PM program, create a consolidated list of recommended corrective actions (any identified issues that cannot be corrected through the PM

service) from all the month's completed PM services. This list, also known as PM findings, shall be provided to the store management and COR. The list is due by the 7th day of the following month.

3.1.4 The PM program shall include a walk-through of the entire facility the first full week of each quarter. The Contractor shall report additional repairs, replacement, or maintenance, observations and conditions of non-PM facility fixtures (e.g., walls, floors, ceilings) identified. The contractor shall include the identified needed repairs as part of the monthly PM findings.

3.2 Unscheduled Maintenance (UM). This service is defined as maintenance activities or repairs triggered by unexpected equipment failures or issues that pose an immediate threat to safety, property, or operations. It requires immediate attention and action to mitigate risks and restore functionality. These services will be initiated by the Government.

3.2.1 The Contractor shall provide an estimate in SOMS to include supporting documents and photos within 14 days of receipt of SOMS work order with "proposal requested" status. This estimate shall be provided to DeCA at no cost.

3.2.1.1 The estimate shall be a firm fixed price and include contract labor, materials, and sub-Contractor services.

3.2.1.2 The estimate shall be in sufficient detail to enable the Government to determine the estimate is fair and reasonable. Multiple revised estimates may be necessary to come to agreement on a fair and reasonable price.

3.2.2 The Contractor shall not incur costs for the UM services until the SOMS work order status changes to "request for services" status.

3.2.3 The Contractor shall complete UM services within 45 calendar days of "request for service". If UM services cannot be complete within 45 calendar days due to reasons beyond the Contractor's control, then the Contractor shall inform the COR and annotate the reason on the SOMS work order.

3.2.4 The Contractor may invoice for UM services only after services are accepted in SOMS.

3.3 Emergency Maintenance (EM). This service is defined as maintenance activities triggered by unexpected equipment failures or issues that pose an immediate threat to safety, property, or operations. It requires immediate attention and action to mitigate risks and restore functionality. Unlike UM, EM services are ones that are necessary to stop a potential loss of life, personal safety or health, loss of refrigeration, loss of product, or facility security. These services are initiated by the Government.

3.3.1 The Contractor shall establish and maintain emergency response call telephone number. This telephone shall be manned 24 hours a day 7 days a week. EM services are initiated as a result of the Government calling the Contractor's emergency response telephone. The contractor shall provide this number at least 7 days before start of maintenance services.

3.3.2 The Contractor shall dispatch qualified personnel to the location requiring the EM service only if the request meets the DeCA's emergency criteria. See Annex E.

3.3.2.1 Contractor personnel shall arrive on site within three hours of the call.

3.3.2.2 The Contractor shall assess the issue and determine if the EM services will cost more than €3,000.00. The cost shall be a firm fixed price and include contract labor, materials, and sub-Contractor services. If the COR is unreachable, the Contractor shall perform the minimum work necessary (mitigating repair) to stabilize the emergency situation and prevent further damage or loss, and then await formal direction before proceeding with the full repair.

3.3.2.2.1 If EM services will cost more than €3,000.00, the Contractor shall contact the COR for guidance and direction before continuing. If the COR is unreachable, the Contractor shall perform the minimum work necessary (mitigating repair) to stabilize the emergency situation and prevent further damage or loss, and then await formal direction before proceeding with the full repair.

3.3.2.2.2 If EM services will cost less than or be equal to €3,000.00, the Contractor shall either correct the issue or make a mitigating repair.

3.3.2.3 The Contractor shall brief the store management on what was completed, additional work needed, and any mitigating requirements prior to departure.

3.3.2.4 The Contractor shall complete remaining work to bring the system back to fully operational within 45 calendar days. If EM services cannot be complete within 45 calendar days due to reasons beyond the Contractor's control, then the Contractor shall inform the COR and annotate the reason on the SOMS work order.

3.3.2.5 The Contractor shall document EM services in SOMS.

3.3.3 The Contractor may invoice for EM services only after services are accepted in SOMS.

3.4 Service Times. PM, UM, and EM services may be performed during any time the facilities are occupied by DeCA personnel. PM and UM repairs that interfere with normal sales operations may be performed at times other than normal sales operating hours. EM services will be performed at any time they are required (24/7), to include Saturdays, Sundays, and European Regional and Federal, and US Federal holidays.

3.4.1 The hours a DeCA facility is occupied varies by location. The Contractor shall coordinate with on-site store management. Hours occupied include local legal require for regular hours (i.e., Monday through Friday 7:30 AM to 4:00 PM daily).

3.4.2 The normal sales operations hours vary by location. The normal sales hours are posted and are the hours authorized patrons may be present in the facility.

3.5 Recommendations. The Contractor shall recommend any additional facility or equipment maintenance or repairs identified during the performance of PM, UM or EM, with the goal of minimizing emergency maintenance, preventing recurring issues, and operating in an energy efficient and cost-effective manner. The recommended list of additional repairs shall be included in the monthly PM findings list.

3.6 Repair by Replacement (RBR). Repair by replacement is a maintenance strategy where a broken part or component is replaced with a new one to fix an item, rather than repairing the original part. The Government reserves the right to require replacement in lieu of repairs via issuance of a separate Task Order.

3.6.1 RBR will be processed thru SOMS and follow the same procedures with a few exceptions. The offer shall be a more in-depth cost proposal and include schedule, materials, and labor. The approved cost proposal shall dictate the schedule.

3.7 Service Disruption. The Government reserves the right to halt some or all services as a result of other contractual requirements for services in or around the area maintenance services are provided. The Government will inform the Contractor when services may resume.

4 REQUIREMENTS.

4.1 Personnel. The Contractor shall provide labor, management, and supervisory personnel for PM, UM, and EM services.

4.1.1 The Contractor shall provide qualified labor, management, and supervisory personnel. Qualified personnel are personnel having relevant experience and appropriate qualifications to perform PM, UM, and EM services on DeCA's facilities and equipment. The contractor shall have sufficient technically qualified personnel to complete 70% of the requested work with its internal workforce. Qualified personnel may include electrical and refrigeration masters to supervise work by journeymen, as required by laws and regulations. The Contractor's personnel shall be able to and speak, read and write English sufficient to effectively communicate with Government personnel on-site, by phone, or by electronic mail (e-mail). Failure to provide qualified personnel will constitute non-performance.

4.1.2 The Contractor shall provide a Contract Manager (CM) and an Alternate who, on behalf of the Contractor, shall have overall responsibility for the performance of work performed under this contract.

4.1.2.1 The Contractor CM and an Alternate shall ensure: work is carried out in a timely manner; work is appropriately prioritized; parts and materials are ordered to meet contract requirements; and coordination with Contractor office staff and Government personnel.

4.1.2.2 The name and telephone number of the CM and Alternate shall be provided to the KO and the COR prior to the contract start date. The CM and Alternate's telephone numbers shall provide for 24-hour access by Government personnel.

4.1.2.3 The Contractor shall notify the KO within seven calendar days of a CM or Alternate change.

4.1.2.4 The CM or Alternate shall conduct site visits to each of the commissaries and verify that repair work or monthly PM is completed in accordance with the requirements stated herein. These site visits should be annotated in the QASP.

4.1.2.5 The CM or Alternate shall arrive at the site within four hours after receipt of a call from the Contracting Officer (KO) or Contracting Officer's Representative (COR) for situations that severely limit or prevent the commissaries' ability to operate or continue operations.

4.2 Tools and Equipment. The Contractor shall provide general and specialized tools and equipment for PM, UM, and EM services.

4.2.1 The Contractor's personnel shall be trained and certified, as required, to operate specialized tools and equipment used while performing PM, UM, and EM at no additional cost to the government.

4.2.2 The Contractor shall supply and ensure correct use of personal protective equipment (e.g., safety goggles, gloves, ear protection, respirators, steel-toed boots).

4.2.3 The Contractor shall ensure all tools and equipment meet relevant safety standards and are in good working order.

4.3 Parts and Material. The Contractor shall provide parts and materials for PM, UM, and EM services.

4.3.1 Parts and materials shall be in accordance with manufacturer's recommendations or best practice to ensure proper function, maintain warranty coverage, and ensure safety and reliability.

4.3.2 Parts and materials shall be Original Equipment Manufacturer (OEM) or if aftermarket, the quality shall be greater than or equivalent to the OEM.

4.3.3 Materials include repair parts, expendable supplies, cleaning materials, sub-contractor effort, procurement effort (ordering and delivery), disposal of waste and any other component of a services that is not contractor labor.

4.3.4 Receipts or other purchase records documenting purchase date, price, and where the item was purchased shall be retained for the purposes of warranty claims, future maintenance, and refund or replacement for a defective part. The contractor shall upload all of these documents into SOMS with the work order.

4.3.5 Administration and Reporting (ADR). All contractor efforts that are outside PM, UM, and EM shall be considered a part of ADR. These efforts include: program management, QC, contract management, contract work supervision, SOMS processing, employee travel, milage, inventory efforts, EM call line, reporting, and administration.

4.4 COMMUNICATIONS AND REPORTING.

4.4.1 Communications. Correspondence shall be in English. Correspondence includes oral and written communications. Written correspondence includes reports, copies of subcontracts, and supporting documentation required for payment or services.

4.4.2 Documents. The Contractor shall provide to the Government an English version of documents developed in performance of this requirement originally written in a foreign language. The English translated version will be considered the official copy of the document for purposes of managing this contract. Inclusion of the original document text in its native language is allowed to enable a full review of the original document.

4.4.3 Reports. The Contractor shall provide monthly, quarterly and periodic reports. All currencies, dates, and numbers shall use the standard US military conventions when used in an English original or translation.

4.4.3.1 Within 30 days of contract start, the Contractor shall provide the following reports:

- Verification and update of inventory
- Inventory of refrigerant;
- Annual PM schedule
- Phase-in plan

4.4.3.2 Monthly the contractor shall provide the following reports:

- Summary of all work completed with summary of work to be billed with next invoice (due with invoice);
- Summary of funds remaining on the contract or task order (due with invoice); and
- Monthly PM services list (due 1st work day of the month).

4.4.3.3 Quarterly the contractor shall provide the PM finding report, including walk-thru findings and additional work discovered during UM and EM services (due 7th of the following month);

4.4.3.4 Semi-annually the contactor shall provide an update to the inventory report. Due by the last day of the half year to the inventory to the COR.

4.4.3.5 Annually the contractor shall provide the refrigerant leak report. If there were no leaks, then a report stating so shall be submitted. This report is due by the 30th of January.

4.4.3.6 The contractor shall, within seven days of discovery, report any items requiring addition to the inventory and request an inventory number.

- PM finding report, including walk-thru findings and additional work discovered during UM/EM service
- Monthly PM services list

4.4.3.7 The contractor shall provide the following reports with 7 days of discovery

- Item needing adding to inventory and request for inventory number

4.4.3.8 For a summary of Reports see Annex G

4.4.4 Emergency calls. The Contractor shall provide at least one telephone number for receiving emergency calls. This may be either a normal office number or a cell phone. The emergency number must be monitored 24 hours per day seven days per week. The Contractor shall have dedicated staff to manage the calls under the contract and the specific requirements included. The Contractor shall provide the number at least 7 days before start of maintenance services .

4.5 ON-SITE REQUIREMENTS.

4.5.1 The Contractor shall provide and maintain a visitation log for each facility separately. The visitation log shall remain in the applicable facility's administration office. The visitation log and contents become the property of the Government when provided.

4.5.1.1 Each Contractor employee and sub-Contractor employee must sign-in upon arrival each day and sign-out upon departure each day.

4.5.1.2 Technicians including sub-Contractors shall sign in and out of each facility separately for each task and each time they enter and exit the building including for trips to pick up materials.

4.5.1.3 Monthly, the Contractor shall provide the COR a summary of all work performed at the store.

4.5.2 The Contractor's personnel performing on-site services to include visits shall obtain installation access for commissary location sites.

4.5.2.1 The Contractor shall provide complete installation access application packages to include completed installation access application forms, copies of acceptable identification as required for by installation access application procedures, and copies of local records or background checks in accordance with installation access application procedures. The Contractor shall provide request for new passes within 30 days of contract start. The Contractor shall provide request for renewal of passes 60 days before the current pass expires.

4.5.2.2 Only direct employees of the Contractor may be issued installation access passes. Specialists or sub-Contractors may be signed on to the installation.

4.5.2.3 Failure to perform services as a result of untimely requests for installation access, incomplete applications, missing required supporting documents, or denied entry will be considered non-performance.

4.5.3 The Contractor personnel shall be readily identifiable via a standard company uniform, wear appropriate safety gear and shall display a visible ID badge with photo whenever in the facility unless it presents a safety hazard when performing work. A valid installation pass is acceptable as an ID badge.

4.5.4 Closed shoes are required in DeCA warehouses and safety shoes are always required.

4.5.5 The Contractor personnel (i.e., technicians and visiting personnel) upon arrival and at time of departure shall brief on-site store management regarding the current status of ongoing work, completed work, and expectations for completion of on-going services. The briefing shall be conducted in English. The Government expects each briefing shall take no more than 10 minutes.

4.5.5.1 Upon arrival, Contractor personnel shall brief on-site store management of the services the Contractor intends to work on for that day. The Contractor shall coordinate during this briefing any requirement for DeCA to support the service (e.g., remove products from case, shifting storage items, providing keys, closing areas).

4.5.6 The Contractor shall keep work sites and storage locations neat and orderly. The Contractor shall not stockpile excessive repairs parts nor reserve parts. The Contractor shall clean worksites upon completion of the service. The Contractor shall properly dispose of any work debris and no longer serviceable parts.

4.5.7 The Contractor shall obtain and maintain required permits, licenses, badges, fees, signs and barriers in performance of the work under this contract at no additional cost to the Government.

4.5.8 The Contractor shall bear the costs for wear and tear on tools and cleanup and removal of debris at no additional cost to the Government.

4.6 SAFETY PLAN.

4.6.1 The Contractor shall develop a safety plan that delineates the processes and procedures the Contractor uses to prevent accidents and preserve the life and health of Contractor and Government personnel and the public and protect work and property. The Contractor's safety plan shall be submitted with-in 90 days after contract start date.

4.6.2 The Contractor's safety plan shall fully comply with local and EU regulations and directives plus applicable Service regulations. The Contractor shall designate personnel to be responsible for administration of safety.

4.6.3 The Contractor shall update the plan as changes occur and shall submit a copy of the updated plan to the Contracting Officer with-in 30 calendar days of the proposed effective date of the updated plan.

4.6.4 The Contractor is responsible for completing and providing any safety, accident, or incident notifications required by host installation and host nation authorities with proof of compliance with this requirement via a communication to the Contracting Officer.

4.7 CONTRACTOR LIABILITY.

4.7.1 PM, UM, and EM services include maintaining refrigerated equipment. The Contractor shall be responsible for the refrigerants.

4.7.2 The Contractor shall maintain accurate and up-to-date records detailing at a minimum: date of service, type of refrigerant, quantity added, leak inspections, reportable leaks, date of recovery, type of refrigerant, quantity recovered, quantity transferred, and location of appliance. This report is due annually on January 30th.

4.7.2.1 The Contractor shall maintain a copy of refrigerant records on-site.

4.7.2.2 The Contractor shall maintain a separate record for each piece of equipment that can accept 3kg or more of refrigerant or statutory limit if lower regardless of type of refrigerant.

4.7.3 The Contractor shall incorporate changes to laws, regulations, and policies into its operations involving refrigerant and is responsible for complying with such updated requirements.

4.7.4 In the event of a refrigerant loss caused solely by force majeure or Government negligence, the Contractor shall submit a request for equitable adjustment to the KO for labor and materials associated with refrigerant replacement.

4.7.5 The Contractor shall provide an annual report of refrigerant gasses lost to the atmosphere. The report will include all refrigerant containing devices maintained under this contract.

4.7.5.1 The report shall include a worksheet listing: store name, device, inventory number, refrigerant gas type, amount of gas lost and added to the system, and date of loss and fill.

4.7.5.2 This report does not need to include gasses that are removed and properly decanted into storage bottles and then replaced. The report is due 30 January and shall cover the previous calendar year.

4.8 CONTRACT PHASE-IN

The Contractor will undergo a mandatory 30 to 45-day Phase-In Period upon contract award. The objective is to ensure full operational readiness before assuming maintenance duties. The phase-in shall end once the contractor phase-in requirements and is capable of providing EM/UM/PM services

4.8.1 Key Phase-In Requirements

- Inventory verification
- Provide COR inventory discrepancies
- Inventory refrigerant
- Establish annual PM schedule
- Produce sample PM check list for each item code that requires PM
- Establish Emergency Call number
- Provide documentation for base passes

4.9 CONTRACT CLOSEOUT SUPPORT.

4.9.1 The Contractor shall, after deliverables have been received and accepted, provide necessary closeout support to the Government. The closeout support shall include but not be limited to, the development and delivery of a closeout package to be provided at the end of contract performance.

4.9.2 The Closeout Package shall include but is not limited to the following:

- Statement of outstanding Contractor issues, including knowledge of potential future claims
- List of unresolved contract actions
- List of Contractor representatives, with contact information, that will support the closeout process
- Inventory list of facilities and equipment
- Plan for submitting final invoices for remaining task orders
- Plant and property clearance reports, as applicable
- Summary narrative of unresolved subcontracts
- All applicable warranty documents
- Badges and installation access passes issued by the Government for Contractor employees and sub-contractors

5 QUALITY CONTROL PROGRAM.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The Contractor's Quality Control Program shall ensure only services that meet the terms of the contract are tendered for acceptance.

5.1 The Contractor shall provide to the KO a Quality Control Plan (QCP) for services provided herein within 30 calendar days of the Notice to Proceed and at the beginning of each subsequent performance period, as applicable. If the QCP is updated more frequently, then the updated QCP shall be provided within seven calendar days.

5.2 The Contractor shall ensure the QCP is compliant with guidance.

5.3 The Contractor shall retain a copy of the QCP inspections conducted including the recommended corrective actions taken or to be taken at each facility.

5.4 The Contractor shall submit copies of quality control inspections on a quarterly basis demonstrating compliance with this requirement. All QCP and related documentation shall be made available to the Government upon request during the term of the contract.

5.5 The QCP shall, at a minimum, include: a system of checklists; an inspection methodology to include sampling methodology; a corrective action program; a lock combination plan; and inspection schedules by on-site supervisory personnel or by one or more qualified third parties.

5.6 The Government will monitor the Contractor's performance in accordance with the Government's Quality Assurance Surveillance Plan (QASP). Government surveillance may include periodic inspections, validation of reports, and customer feedback.

6 WORKMANSHIP AND WARRANTY

6.1 General Workmanship. All work performed under this contract shall be executed by qualified personnel in a professional, high-quality manner, consistent with best commercial practices and in accordance with all applicable codes and standards.

6.2 Contract incorporates all warranty/conformity aspects of European Union Directive 2019/771. Warranty shall provide for 2-year legal guarantee for all supplies under this contract. Warranty covers material and legal defects. Non-performing supplies must provide remedy with repair/replacement. Any failure or performance failure resulting from an incorrect installation of the goods should be regarded as a lack of performance, where the installation was performed by the seller (or sellers' control).

6.3 The contractor shall have 7 days to correct non-conforming workmanship or supplies. If the Contractor fails to correct non-conforming work or supplies, DeCA may cancel the work order with the non-conforming workmanship or supplies with no payment for any work under the work order.

6.4 Exclusions. This Contractor warranty shall not apply to any failure caused by: (a) Government misuse or negligence; (b) normal wear and tear on components not replaced by the Contractor; (c) pre-existing conditions not part of the specific repair; or (d) acts of force majeure.

6.5 Manufacturer's Warranties. The Contractor shall ensure that all manufacturer's warranties for parts and equipment installed under this contract are passed through to the Government. The Contractor shall be responsible for obtaining, managing, and executing these warranties on behalf of the Government.