

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 26	
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE300-24-A-9400			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2024 AUG 15		4. REQUISITION/PURCH REQUEST NO.		5. PRIORITY		
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: James Barr Tel: 215-737-7975 Fax: 215-737-4246 Email: JAMES.BARR@DLA.MIL			CODE SPE300		7. ADMINISTERED BY (If other than 6) DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Criticality: Pre-Award Survey : None			CODE SPE300		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR  NAME AND ADDRESS PEPSI-COLA AND NATIONAL BRAND BEVERAGES, LTD. 8275 N CRESCENT BLVD PENNSAUKEN NJ 08110-1435 USA			CODE OTZE0		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS Net 30 days				
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK Submit Invoices IAW DFARS 252.232-7003				
14. SHIP TO  SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE			CODE		15. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			CODE SL4701		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE <input type="checkbox"/>		Reference your _____ furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR _____ SIGNATURE _____ TYPED NAME AND TITLE _____ DATE SIGNED (YYYYMMDD) _____ <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21.UNIT	22. UNIT PRICE	23. AMOUNT	
		See Schedule				0.000					
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA James Barr JAMES.BARR@DLA.MIL 2024 AUG 15				James Barr CONTRACTING/ORDERING OFFICER		25. TOTAL \$0.01	
								26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
					FINAL						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			COMPLETE						
					PARTIAL						
					FINAL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 25					
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE300-24-A-9400			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2024 AUG 15		4. REQUISITION/PURCH REQUEST NO.		5. PRIORITY						
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: James Barr Tel: 215-737-7975 Fax: 215-737-4246 Email: JAMES.BARR@DLA.MIL			CODE SPE300		7. ADMINISTERED BY (If other than 6) DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Criticality: Pre-Award Survey : None			CODE SPE300		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR  NAME AND ADDRESS PEPSI-COLA AND NATIONAL BRAND BEVERAGES, LTD. 8275 N CRESCENT BLVD PENNSAUKEN NJ 08110-1435 USA			CODE OTZE0		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISAD-VANTAGED <input type="checkbox"/> WOMEN-OWNED						
							12. DISCOUNT TERMS Net 30 days								
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK Submit Invoices IAW DFARS 252.232-7003								
14. SHIP TO  SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE			CODE		15. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			CODE SL4701		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.											
		PURCHASE <input type="checkbox"/>		Reference your _____ furnish the following on terms specified herein.											
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
Pepsi-Cola & National Brand										Chris Johnson/District Sales Manager		08/15/2024			
NAME OF CONTRACTOR										SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1															
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21.UNIT	22. UNIT PRICE	23. AMOUNT					
		See Schedule				0.000									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA  2024 AUG 15					25. TOTAL \$0.01						
									26. DIFFERENCES						
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:															
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS					
f. TELEPHONE NUMBER						g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
						31. PAYMENT				34. CHECK NUMBER					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						COMPLETE				35. BILL OF LADING NO.					
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL									
						FINAL									
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 2 OF 26 PAGES
--------------------	--	--------------------

Contract Performance Period  
Year 1: 09/29/2024-09/27/2025  
Year 2: 09/28/2025-09/26/2026  
Year 3: 09/27/2026-09/25/2027  
Year 4: 09/26/2027-09/23/2028  
Year 5: 09/24/2028-09/22/2029

CAUTION NOTICE

BLANKET PURCHASE AGREEMENT NUMBER: SPE300-24-A-9400

ITEM: CANNED AND BOTTLED SODA PRODUCTS

1.The supplier is required to indicate acceptance of this Blanket Purchase Agreement (BPA) and return one copy as indicated on this BPA.

2.The supplier is also required to complete the applicable representation/certifications at clauses 52.204-24, 252.204-7016, 52.209-11, and 52.215-6 - Place of Performance.

3.It is imperative that the requested information in this paragraph be provided when completing this BPA document. In particular, the Government requires the FAX NUMBER FOR ORDER RECEIPT to ensure prompt delivery to military customers. Additionally, POINT(S) OF CONTACT FOR ORDERING and POINT(S) OF CONTACT FOR INVOICING AND PAYMENT will need to be completed.

CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)

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

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

RAPID GATE, DEFENSE BIOMETRIC IDENTIFICATION SYSTEM (DBIDS) REQUIREMENT and/or OTHER SECURITY PROGRAMS

Many bases may require enrollment in a particular system for base security such as RapidGate,the Defense Biometric Identification System (DBIDS), or other similar system(s). Such systems manage access to Department of Defense (DoD) installations and will not allow entry without clearance.

During the contract start-up/ implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate, DBIDS, or another security program is required for access to each location. If RapidGate, DBIDS, or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for any costs associated with RapidGate, DBIDS, and/or other security program enrollment and must ensure that a properly enrolled driver is available for all deliveries. We currently estimate that RapidGate or DBIDS enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate, DBIDS or other security enrollment may vary, so the Contractor should contact the specific security system contractor to determine its own costs. If more than one driver is required, enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment is encountered during the start-up/ implementation period, the Contractor MUST contact the specific security system contractor and/or the Security Officer at the applicable customer locations to resolve any issues with processing enrollment so that the Contractor will be able to deliver as required.

For additional information on current base security systems including RapidGate and DBIDS, including enrollment instructions, please visit their websites at [www.rapidgate.com](http://www.rapidgate.com) and <http://dbids.dmdc.mil/DBIDS>.

Item Description/Schedule of supplies: Beverage, Carbonated and/or Non-Carbonated, Canned or Bottled, Various Flavors

STOCK NUMBER	ITEM DESCRIPTION	UNIT	PACKING
895501E115300	TEA, SINGLE STRENGTH, SWT, (LIPTON)	20 OZ PLASTIC BOTTLE	24/BOX
896001E115331	BEV, CARB, COLA, SWT, (PEPSI)	20 OZ PLASTIC BOTTLE	24/BOX
896001E115332	BEV, CARB, COLA, SF, (DIET PEPSI)	20 OZ PLASTIC BOTTLE	24/BOX

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 3 OF 26 PAGES
--------------------	--	--------------------

  

896001E115339BEV, CARB, ORANGE-LEMON-LIME, SWT, (MOUNTAIN DEW)20 OZ PLASTIC BOTTLE24/BOX  
896001E115376BEV, CARB, ROOT BEER, SWT, (MUG)20 OZ PLASTIC BOTTLE24/BOX  
896001E115560BEV, CARB, LEMON-LIME, SWT, (STARRY)20 OZ PLASTIC BOTTLE24/BOX  
896001E119255BEV, CARB, ORANGE, SWT, (ORANGE CRUSH)20 OZ PLASTIC BOTTLE24/BOX  
896001E196244WATER, DRINKING, (AQUAFINA)20 OZ PLASTIC BOTTLE24/BOX

  

POINT(S) OF CONTACT FOR ORDERING/DELIVERY ISSUES: McGuire AFB, NJ: Ruby Saldana, saldana@honggrp.com saldanaR@honggrp.com/856-661-4648 and Chris Johnson, johnsonC@honggrp.com/856-661-4648.  
  
POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: McGuire AFB, NJ: Brian Burlap, burlapb@honggrp.com/ 856-661-4627 and Lisa Kent, kentl@honggrp.com/856-661-4627.  
  
E-mail address FOR ORDERS: kentl@honggrp.com

  

A DELIVERY TICKET WILL ACCOMPANY EACH DELIVERY ORDER CITING ORDER NUMBER, UNIT PRICE, BE ITEMIZED, EXTENDED AND TOTALED.  
PRICES CITED ON DELIVERY TICKET FOR STORES SITES WILL BE PRICES AT THE TIME OF ORDER AND NOT THE PRICES AT TIME OF DELIVERY.

  

DELIVERIES AND PERFORMANCE:  
ALL DELIVERIES EXCLUDE NATIONAL LEGAL HOLIDAYS UNLESS OTHERWISE INDICATED BY ORDERING ACTIVITY.

  

INSPECTION:  
CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE INSPECTION POINTS AS DESIGNATED FOR INSPECTION OF PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

  

Blanket Purchase Agreement (BPA) Terms and Conditions

  

1.Description of Agreement  
a.The supplier shall furnish items as set forth in this BPA Document if and when requested by the contracting officer or the authorized representative of the contracting officer during the period commencing on the effective date of this agreement as indicated in Block 3 of the DD Form 1155 and ending FIVE years from the effective date unless advance written notice of cancellation is received from either party prior to the expiration date.  
b.The supplier shall only provide the products as indicated in this agreement or its modifications. The product description and/or specifications are provided in Schedule of Supplies. Additional items may be added to this BPA.  
c.All items delivered shall be produced, processed and prepared in accordance with the highest commercial standard practices, and shall conform to those products the contractor offers for resale in retail outlets, and shall be produced in an approved production facility.

  

2.Extent of Obligation  
The government is obligated only to the extent of authorized purchases actually made under this agreement.

  

3.Pricing  
a.The supplier warrants that prices set forth in each call are as low as, or lower than; those charged his most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payments.  
b.Prices shall be firm fixed for a twelve-month period.  
c.The supplier is responsible for notifying the Contracting Officer, in writing, 60 days prior to the end of the twelve-month period of any requested price changes. If the supplier does not contact the Contracting Officer with a price change request, the previous year's prices will remain in effect.  
d.All prices are FOB Destination.

  

4.Purchase Limitation  
See paragraph 5 below.

  

5.Individuals Authorized to Place Orders  
a.The individuals authorized to place orders against this BPA and the dollar limitation per order are as follows:  
(1)The designated Food Service Ordering Officer(s) at the dining facilities listed in paragraph 10 below. They are limited to \$3000.00 per order. Minimum orders placed \$25.00 with a maximum of \$3000.00.  
(2)The DLA Troop Support Soda Team Contracting Officer(s) and/or Soda Team Contract Specialist(s). They have no restriction per order.  
b.The supplier may only accept orders from individuals identified as being authorized to place orders under this BPA.  
c.All orders must be placed through STORES or other authorized Government purchasing system.

  

6.Deliveries  
a.All deliveries shall be made as indicated by the BPA order.  
b.Only those products specifically listed in this BPA are authorized for delivery. Delivery of unauthorized products shall be at the risk of and the sole responsibility of the supplier and may result in non-payment as well as cancellation of this agreement.  
c.Partial shipments may not be accepted.  
d.Dining facilities shall return or exchange plastic shipping containers and pallets at the time of delivery.

  

7.Delivery Tickets  
a.All shipments under this agreement shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information:  
(1)Name of Supplier.

  

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 4 OF 26 PAGES
--------------------	--	--------------------

  

(2)13 Position STORES/ SAP Number. (i.e. SPE300-17-D-XXXX)

(3)Four Position Call Number (i.e. 131A)-Last position may be an Alpha or a Numeric figure.

(4)Date of Purchase.

(5)Itemized List of Supplies Furnished.

(6)Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show this information).

(7)Date of Delivery or Shipment.

b.The customer shall sign a copy of the delivery ticket to signify acceptance of the product. Failure by the vendor to provide a delivery ticket at time of delivery may result in nonpayment.

8.Marking Requirements  
Standard commercial markings for individual packages will be used to clearly mark and identify the nature of contents and the expiration date. All markings shall be clear, legible, non-fading and durable.

9.Invoices  
Invoicing shall be done via the DLA Troop Support Web Invoicing Tool (RECON TOOL). Manual invoices will not be processed.

10.Delivery Location  
a.The location of the facility placing/receiving orders is as follows:

(1) Ordering Point DoDAAC: FT9061  
Ship to DoDAAC: FT9061  
Facility Name: HALVORSON HALL,  
Address:38 W. TUSKEGEE AIRMEN AVE, #104  
McGUIRE AFB, NJ 08641  
Customer POC: SSGT. Peter Vigeant  
Peter.vigeant@us.af.mil  
609-754-5589

Delivery days and times shall be agreed upon by the vendor and the customer. Once agreed upon, a change in the delivery days and times MUST be agreed upon by the vendor and the customer.  
Delivery lead time: 48 hours from vendor receipt of order via Electronic Business System (EBS).

11.Acceptance  
Government acceptance of product shall be at the customer's delivery location.

12.Additional Ordering Procedures/Requirements  
a.Ordering under this BPA shall be accomplished through the STORES/SAP system only. An electronically transmitted order will be sent via a facsimile from the customer to the supplier. An order/call number will be furnished to the supplier via electronically transmitted facsimile STORES Purchase Orders. The supplier is required to insert the order/call number on the delivery ticket/invoice  
b.Ordering activities shall place orders at least two working days prior to required delivery date.  
c.Authorized personnel shall not order products other than those listed in this BPA.  
d.Individual orders in excess of \$3,000 will be placed by DLA Troop Support authorized personnel.  
e.Bottler will not accept orders placed via telephone or email.

13.Additional Responsibilities of the Supplier  
a.The supplier's/suppliers' authorized official shall indicate acceptance of this BPA by providing the information required at Block 16 on Page 1 of this agreement.  
b.One copy of the completed BPA shall be returned to the Contract Specialist / Contracting Officer:  
(Emailed copies are acceptable and all copies of the BPA must be sent to james.barr@dla.mil)  
c.The supplier is also required to complete the applicable representation/certifications at clauses: 52.212-3 entitled Offeror Representations and Certifications-Commercial Items; and 52.215-6 - Place of Performance (Oct 1997).  
d.The supplier is responsible for notifying the Contracting Officer, in writing, 60 days prior to the end of the twelve-month period of any price changes. If the supplier does not contact the Contracting Officer with price changes, the previous year prices will remain in effect.

14.Right to Award other Contracts and Orders  
The Government reserves the right to award orders to other suppliers for like products during the same performance period as this Blanket Purchase Agreement.

15.North American Industry Classification System (NAICS) Code and Small Business Size Standard  
The NAICS code and small business size standard for this acquisition are 312111 and 1,400, respectively.

Non-Compete Provision  
The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DLA Troop Support contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis.

Food Defense / Force Protection  
DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. Contract awardee will ensure to complete security of all conveyances to any military installations. The

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 5 OF 26 PAGES
<p>offeror must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.</p> <p>ADDITION OF NEW CUSTOMERS</p> <p>Adding Customers within the Contract's Geographic Distribution Region/Zone:</p> <p>1. After creation of the blanket purchase agreement, there may be instances when new customers request support of canned and bottled carbonated and non-carbonated beverage requirements. Additional DoD and/or Non-DoD federal government customers that request DLA Troop Support canned and bottled carbonated and non-carbonated beverage support may be added to the contract without any new acquisition if the customer(s) is/are within the geographic distribution region/zone covered by this contract.</p> <p>ORDERING SYSTEMS</p> <p>A. Subsistence Total Order &amp; Receipt Electronic System ("STORES"): DOD customers will order using the STORES catalog as applicable.</p> <p>1. Accessed via the Internet, STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange ("EDI") format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing.</p> <p>2. Customers will be able to order all of their requirements through STORES. The System will transmit orders to the Contractor and DLA Troop Support.</p> <p>3. The Contractor is required to interface with STORES and must be able to support the following EDI transactions:</p> <p>810Electronic Invoice 820Payment Voucher Information</p> <p>Note: A complete description of these transaction sets is included in the "EDI Implementation Guidelines" and can be found at <a href="http://www.dla.mil/TroopSupport/Subsistence/Doing-Business-with-Sub/STORES/">http://www.dla.mil/TroopSupport/Subsistence/Doing-Business-with-Sub/STORES/</a>, click STORES and EDI Requirements.</p> <p>4. The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).</p> <p>5. Unit prices must be formatted not more than two (2) places to the right of the decimal point in all ordering catalogs. Standard rounding methods must be applied. For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21.</p> <p>6. Contractors are required to utilize the Government's item descriptions on all invoices, delivery tickets to the customer, and 810 invoice transaction set.</p> <p>7. The Contractor will utilize the DLA Troop Support invoice reconciliation process, or other such systems as may become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.</p> <p>8. In the event the STORES system or the Contractor's interface is not operational, the Contractor must provide alternate ways for the customer to order (e.g., by fax by phone, pick up orders, etc.)</p> <p>9. Public Key Infrastructure ("PKI")/ External Certificate Authorities ("ECA") Certificates: The Department of Defense ("DoD") PKI Certificate will be required for all DoD users. A DoD PKI certificate will be required for all contractors. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.</p> <p>(a) Obtaining a PKI certificate:</p> <p>(i) Contractors who do not work on-site at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities ("ECAs"). The ECAs are vendors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non - Governmental facilities. Certificate prices range from \$99 - \$179 per certificate per year, with volume discounts at some ECAs. A list of ECAs is available at the following web address: <a href="https://www.transactionservices.dla.mil/daashome/pki_contacts.asp">https://www.transactionservices.dla.mil/daashome/pki_contacts.asp</a>.</p> <p>(ii) Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.</p> <p>ORDER PLACEMENT and ADJUSTMENTS/CANCELLATION OF ORDERS</p> <p>The minimum order requirement for any resultant contract is \$25.00. This requirement shall be based on the aggregate total of orders for a specific delivery date to all customers located within a particular military base or delivery location.</p> <p>Once submitted through the applicable electronic ordering system (i.e. STORES), an order may be cancelled by a customer up to 1 day before scheduled delivery via written (e.g. Email) notification to the Contractor and the Contracting Officer. Less than 1 day from delivery, an order may be cancelled by mutual agreement between the customer and the Contractor. In the event of an act of God, such as extreme weather, the specific situation regarding a cancelled delivery, within less than 1 day, will be dealt with in an equitable manner by the Contracting</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 6 OF 26 PAGES
<p>Officer, who has the ultimate authority and discretion to resolve said issues</p> <p>Adjustments - For procedures discussing adjustments to order, refer to (STORES manual).</p> <p>Provisions and Clauses</p> <p>52.204-21 Basic Safeguarding of Covered Contractor Information Systems. BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)</p> <p>(a) Definitions. As used in this clause—</p> <p>Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.</p> <p>Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.</p> <p>Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).</p> <p>Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ( 44 U.S.C. 3502).</p> <p>Safeguarding means measures or controls that are prescribed to protect information systems.</p> <p>(b) Safeguarding requirements and procedures.</p> <p>(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:</p> <p>(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).</p> <p>(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.</p> <p>(iii) Verify and control/limit connections to and use of external information systems.</p> <p>(iv) Control information posted or processed on publicly accessible information systems.</p> <p>(v) Identify information system users, processes acting on behalf of users, or devices.</p> <p>(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.</p> <p>(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.</p> <p>(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.</p> <p>(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.</p> <p>(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.</p> <p>(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.</p> <p>(xii) Identify, report, and correct information and information system flaws in a timely manner.</p> <p>(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.</p> <p>(xiv) Update malicious code protection mechanisms when new releases are available.</p> <p>(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.</p> <p>(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.</p> <p>(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.</p> <p>52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)</p> <p>The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.</p> <p>(a) Definitions. As used in this provision—</p> <p>Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause</p> <p>52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</p> <p>(b) Prohibition.</p> <p>(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 7 OF 26 PAGES
<p>(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or</p> <p>(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p> <p>(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—</p> <p>(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or</p> <p>(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p> <p>(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<a href="https://www.sam.gov">https://www.sam.gov</a>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".</p> <p>(d) Representation. The Offeror represents that—</p> <p>(1) It <input type="checkbox"/> will, <input type="checkbox"/> will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and</p> <p>(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that —</p> <p>It <input type="checkbox"/> does, <input type="checkbox"/> does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.</p> <p>(e) Disclosures.</p> <p>(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:</p> <p>(i) For covered equipment—</p> <p>(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);</p> <p>(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and</p> <p>(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.</p> <p>(ii) For covered services—</p> <p>(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or</p> <p>(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.</p> <p>(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:</p> <p>(i) For covered equipment—</p> <p>(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);</p> <p>(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and</p> <p>(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.</p> <p>(ii) For covered services—</p> <p>(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or</p> <p>(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.</p> <p>52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Nov 21) FAR</p> <p>252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (DEC 2019) DFARS</p> <p>(a)#Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the# clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.</p> <p>(b)#Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<a href="https://www.sam.gov/">https://www.sam.gov/</a>)# for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".</p> <p>(c)#Representation. The Offeror represents that it [ ] does, [#] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.</p> <p>52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 8 OF 26 PAGES
<p>LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) FAR</p> <p>(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that -</p> <p>(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or</p> <p>(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.</p> <p>(b) The Offeror represents that -</p> <p>It is [ ] is not [#] a corporation that has any unpaid Federal tax liability that has been assessed, for which all#judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely#manner pursuant to an agreement with the authority responsible for collecting the tax liability; and</p> <p>It is [ ] is not [#] a corporation that was convicted of a felony criminal violation under a Federal law within#the preceding 24 months.</p> <p>52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services.</p> <p>As prescribed in 12.301(b)(2), insert the following provision:</p> <p>OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)</p> <p>The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <a href="https://www.sam.gov">https://www.sam.gov</a>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.</p> <p>(a) Definitions. As used in this provision-</p> <p>Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</p> <p>Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.</p> <p>Forced or indentured child labor means all work or service-</p> <p>(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or</p> <p>(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.</p> <p>Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.</p> <p>Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.</p> <p>Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).</p> <p>Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-</p> <p>(1) PSC 5510, Lumber and Related Basic Wood Materials;</p> <p>(2) Product or Service Group (PSG) 87, Agricultural Supplies;</p> <p>(3) PSG 88, Live Animals;</p> <p>(4) PSG 89, Subsistence;</p> <p>(5) PSC 9410, Crude Grades of Plant Materials;</p> <p>(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;</p> <p>(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;</p> <p>(8) PSC 9610, Ores;</p> <p>(9) PSC 9620, Minerals, Natural and Synthetic; and</p> <p>(10) PSC 9630, Additive Metal Materials.</p> <p>Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.</p> <p>Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.</p> <p>Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</p> <p>Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-</p> <p>(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;</p> <p>(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;</p> <p>(3) Consist of providing goods or services to marginalized populations of Sudan;</p> <p>(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;</p> <p>(5) Consist of providing goods or services that are used only to promote health or education; or</p> <p>(6) Have been voluntarily suspended."Sensitive technology"-</p> <p>Sensitive technology-</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 9 OF 26 PAGES
<p>(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—</p> <p>(i) To restrict the free flow of unbiased information in Iran; or</p> <p>(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and</p> <p>(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b) (3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b) (3)).</p> <p>Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—</p> <p>(1)</p> <p>(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and</p> <p>(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or</p> <p>(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).</p> <p>(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.</p> <p>Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—</p> <p>(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or</p> <p>(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.</p> <p>Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.</p> <p>Small business concern—</p> <p>(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.</p> <p>(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.</p> <p>Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—</p> <p>(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—</p> <p>(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and</p> <p>(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)</p> <p>(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and</p> <p>(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1) (i) and (ii) of this definition.</p> <p>Subsidiary means an entity in which more than 50 percent of the entity is owned—</p> <p>(1) Directly by a parent corporation; or</p> <p>(2) Through another subsidiary of a parent corporation</p> <p>Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/ divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.</p> <p>Veteran-owned small business concern means a small business concern—</p> <p>(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and</p> <p>(2) The management and daily business operations of which are controlled by one or more veterans.</p> <p>Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women</p> <p>Women-owned small business concern means a small business concern—</p> <p>(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and</p> <p>(2) Whose management and daily business operations are controlled by one or more women.</p> <p>Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.</p> <p>(b)</p> <p>(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications in SAM.</p> <p>(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <a href="http://www.sam.gov">http://www.sam.gov</a>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.</p> <p>[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for</p>		

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 10 OF 26 PAGES
--------------------	--	---------------------

the purposes of this solicitation only, if any.

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

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

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

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

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

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

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

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

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

(1)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 11 OF 26 PAGES
--------------------	--	---------------------

  

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

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

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

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

(2) Foreign End Products:  
Line Item No. Country of Origin Exceeds 55% domestic content (yes/no)

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

(3) Domestic end products containing a critical component:  
Line Item No. \_\_\_\_\_

[List as necessary]

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

(g)

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

(i)

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

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

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

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:  
Line Item No. Country of Origin

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

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

Other Foreign End Products:  
Line Item No. Country of Origin Exceeds 55% domestic content (yes/no)

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

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

Line Item No. \_\_\_\_\_

[List as necessary]

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

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

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

Israeli End Products:  
Line Item No. \_\_\_\_\_

\_\_\_\_\_

[List as necessary]

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 12 OF 26 PAGES
--------------------	--	---------------------

  

entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g) (1) (ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Korean End Products or Israeli End Products:  
Line Item No. Country of Origin

---



---

[List as necessary]

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

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

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

Other End Products:  
Line Item No. Country of Origin

---



---

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.  
Listed End Product Listed Countries of Origin

---



---

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 13 OF 26 PAGES
--------------------	--	---------------------

  

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
 ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
 (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
 (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 (2) ☐ Outside the United States.
 (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
 ☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-
 (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
 (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
 ☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-
 (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 (3) If paragraph (k)(1) or (k)(2) of this clause applies-
 (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
 (1) Taxpayer Identification Number (TIN) ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
 (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( 31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 (3) Taxpayer Identification Number (TIN).
 ☐ TIN: \_\_\_\_\_ .
 ☐ TIN has been applied for.
 ☐ TIN is not required because:
 ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 ☐ Offeror is an agency or instrumentality of a foreign government;
 ☐ Offeror is an agency or instrumentality of the Federal Government.
 (4) Type of organization.
 ☐ Sole proprietorship;
 ☐ Partnership;
 ☐ Corporate entity (not tax-exempt);
 ☐ Corporate entity (tax-exempt);
 ☐ Government entity (Federal, State, or local);
 ☐ Foreign government;
 ☐ International organization per 26 CFR1.6049-4;
 ☐ Other \_\_\_\_\_ .
 (5) Common parent.
 ☐ Offeror is not owned or controlled by a common parent;

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 14 OF 26 PAGES
--------------------	--	---------------------

  

☐ Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.  
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.  
(n) Prohibition on Contracting with Inverted Domestic Corporations.  
  
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.  
(2) Representation. The Offeror represents that-  
(i) It ☐ is, ☐ is not an inverted domestic corporation; and  
(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.  
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.  
  
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.  
(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)  
(3) of this provision, by submission of its offer, the offeror-  
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;  
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and  
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).  
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-  
(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and  
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.  
(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).  
(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.  
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:  
Immediate owner CAGE code: \_\_\_\_\_.  
Immediate owner legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name)  
Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.  
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:  
Highest-level owner CAGE code: \_\_\_\_\_.  
Highest-level owner legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name)  
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  
(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-  
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  
(2) The Offeror represents that-  
(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  
(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.  
(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)  
(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.  
(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):  
Predecessor CAGE code: (or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name).  
(s) [Reserved].  
(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 15 OF 26 PAGES
--------------------	--	---------------------

offerors to register in SAM ( 12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_\_\_.

(u)

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

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

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

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

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

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

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

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

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

☐ Individual/concern, other than one of the preceding.

252.225-7012 - Preference for Certain Domestic Commodities (2017) (The Berry Amendment), contained in Defense Federal Acquisition Regulation Supplement ("DFARS") 252.225-7012 and included in the instant solicitation, is applicable. This regulation mandates that all items, provided under the instant solicitation and resulting contract be produced and manufactured in the United States.

252.225-7012 Preference for Certain Domestic Commodities.

As prescribed in 225.7002-3 (a), use the following clause:

PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

(a) Definitions. As used in this clause-

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

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

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

Australia

Austria

Belgium

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 16 OF 26 PAGES
<p>Canada Czech Republic Denmark Egypt Estonia Finland France Germany Greece Israel Italy Japan Latvia Lithuania Luxembourg Netherlands Norway Poland Portugal Slovenia Spain Sweden Switzerland Turkey United Kingdom of Great Britain and Northern Ireland.</p> <p>"Structural component of a tent"—</p> <p>(1) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs); and</p> <p>(2) Does not include equipment such as heating, cooling, or lighting.</p> <p>"United States" means the 50 States, the District of Columbia, and outlying areas.</p> <p>"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.</p> <p>(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:</p> <p>(1) Food.</p> <p>(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.</p> <p>(3) (i) Tents and structural components of tents; (ii) Tarpaulins; or (iii) Covers.</p> <p>(4) Cotton and other natural fiber products.</p> <p>(5) Woven silk or woven silk blends.</p> <p>(6) Spun silk yarn for cartridge cloth.</p> <p>(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.</p> <p>(8) Canvas products.</p> <p>(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).</p> <p>(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).</p> <p>(c) This clause does not apply—</p> <p>(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;</p> <p>(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—</p> <p>(i) Is not more than 10 percent of the total price of the end product; and</p> <p>(ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement 225.7002-2(a);</p> <p>(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;</p> <p>(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;</p> <p>(5) To chemical warfare protective clothing produced in a qualifying country; or</p> <p>(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—</p> <p>(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include—</p> <p>(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);</p> <p>(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;</p> <p>(C) Upholstered seats (whether for household, office, or other use); and</p> <p>(D) Parachutes (Federal Supply Class 1670); or</p> <p>(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.</p> <p>(d) (1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract —</p> <p>(i) Shall be taken from the sea by U.S.-flag vessels; or</p>		

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 17 OF 26 PAGES
<p>(ii) If not taken from the sea, shall be obtained from fishing within the United States; and  (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.  (End of clause)  52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services.  As prescribed in 12.301(b)(3), insert the following clause:  CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)  (a) 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.  (b) 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.  (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.  (d) 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 at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.  (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.  (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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.  (g) Invoice.  (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—  (i) Name and address of the Contractor;  (ii) Invoice date and number;  (iii) Contract number, line item number and, if applicable, the order number;  (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;  (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;  (vi) Terms of any discount for prompt payment offered;  (vii) Name and address of official to whom payment is to be sent;  (viii) Name, title, and phone number of person to notify in event of defective invoice; and  (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.  (x) Electronic funds transfer (EFT) banking information.  (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.  (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.  (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.  (2) Invoices will be handled in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.  (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) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.  (4) 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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.  (5) 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—</p>		

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 18 OF 26 PAGES
<p>(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-</p> <p>(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);</p> <p>(B) Affected contract number and delivery order number, if applicable;</p> <p>(C) Affected line item or subline item, if applicable; and</p> <p>(D) Contractor point of contact.</p> <p>(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.</p> <p>(6) Interest.</p> <p>(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.</p> <p>(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.</p> <p>(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-</p> <p>(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;</p> <p>(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</p> <p>(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).</p> <p>(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.</p> <p>(v) Amounts shall be due at the earliest of the following dates:</p> <p>(A) The date fixed under this contract.</p> <p>(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.</p> <p>(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-</p> <p>(A) The date on which the designated office receives payment from the Contractor;</p> <p>(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</p> <p>(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.</p> <p>(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.</p> <p>(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:</p> <p>(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or</p> <p>(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.</p> <p>(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.</p> <p>(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 hereunder 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.</p> <p>(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. 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.</p> <p>(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.</p> <p>(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.</p> <p>(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.</p> <p>(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.</p> <p>(r) 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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.</p> <p>(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:</p> <p>(1) The schedule of supplies/services.</p> <p>(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;</p> <p>(3) The clause at 52.212-5.</p>		

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 19 OF 26 PAGES
<p>(4) Addenda to this solicitation or contract, including any license agreements for computer software.</p> <p>(5) Solicitation provisions if this is a solicitation.</p> <p>(6) Other paragraphs of this clause.</p> <p>(7) The Standard Form 1449.</p> <p>(8) Other documents, exhibits, and attachments.</p> <p>(9) The specification.</p> <p>(t) [Reserved]</p> <p>(u) Unauthorized Obligations.</p> <p>(1) Except as stated in paragraph (u) (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:</p> <p>(i) Any such clause is unenforceable against the Government.</p> <p>(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.</p> <p>(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.</p> <p>(2) Paragraph (u) (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.</p> <p>(v) 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.</p> <p>(End of clause)</p> <p>52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services.</p> <p>As prescribed in 12.301(b) (4), insert the following clause:</p> <p>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)</p> <p>(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:</p> <p>(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).</p> <p>(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).</p> <p>(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a) (1) (A) of Pub. L. 115-232).</p> <p>(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).</p> <p>(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).</p> <p>(6) 52.233-3, Protest After Award (AUG 1996) ( 31 U.S.C. 3553).</p> <p>(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).</p> <p>(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:</p> <p>[Contracting Officer check as appropriate.]</p> <p><u>  X  </u> (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 4655).</p> <p><u>  X  </u> (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) ( 41 U.S.C. 3509)).</p> <p><u>  X  </u> (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)</p> <p><u>  X  </u> (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) ( 41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).</p> <p><u>  X  </u> (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).</p> <p><u>  —  </u> (6) [Reserved].</p> <p><u>  —  </u> (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).</p> <p><u>  —  </u> (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).</p> <p><u>  —  </u> (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).</p> <p><u>  —  </u> (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ( Pub. L. 115-390, title II).</p> <p><u>  —  </u> (11)</p> <p><u>  —  </u> (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ( Pub. L. 115-390, title II).</p> <p><u>  —  </u> (ii) Alternate I (DEC 2023) of 52.204-30.</p> <p><u>  X  </u> (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( 31 U.S.C. 6101 note).</p> <p><u>  X  </u> (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( 41 U.S.C. 2313).</p> <p><u>  —  </u> (14) [Reserved].</p> <p><u>  —  </u> (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( 15 U.S.C. 657a).</p> <p><u>  —  </u> (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror</p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 20 OF 26 PAGES
--------------------	--	---------------------

elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a)).

— (17) [Reserved]

— (18)

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

— (ii) Alternate I (MAR 2020) of 52.219-6.

— (19)

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

— (ii) Alternate I (MAR 2020) of 52.219-7.

— (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) ( 15 U.S.C. 637(d)(2) and (3)).

— (21)

— (i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) ( 15 U.S.C. 637(d)(4)).

— (ii) Alternate I (NOV 2016) of 52.219-9.

— (iii) Alternate II (NOV 2016) of 52.219-9.

— (iv) Alternate III (JUN 2020) of 52.219-9.

— (v) Alternate IV (SEP 2023) of 52.219-9.

— (22)

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

— (ii) Alternate I (MAR 2020) of 52.219-13.

— (23) 52.219-14, Limitations on Subcontracting (OCT 2022) ( 15 U.S.C. 637s).

— (24) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).

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

— (26)

— (i) 52.219-28, Post Award Small Business Program Rerepresentation (FEB 2024) ( 15 U.S.C. 632(a)(2)).

— (ii) Alternate I (MAR 2020) of 52.219-28.

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

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

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

— (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) ( 15 U.S.C. 637(a)(17)).

— X (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

— X (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024).

— X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

— X (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

— (ii) Alternate I (FEB 1999) of 52.222-26.

— X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ( 38 U.S.C. 4212).

— (ii) Alternate I (JUL 2014) of 52.222-35.

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

— (ii) Alternate I (JUL 2014) of 52.222-36.

— X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) ( 38 U.S.C. 4212).

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

— X (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).

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

— (40) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

— (44) 52.223-20, Aerosols (MAY 2024) ( 42 U.S.C. 7671, et seq.).

— (45) 52.223-21, Foams (MAY 2024) ( 42 U.S.C. 7671, et seq.).

— (46) 52.223-23, Sustainable Products and Services (MAY 2024) ( E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

— (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

— (ii) Alternate I (JAN 2017) of 52.224-3.

— X (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) ( 41 U.S.C. chapter 83).

— (ii) Alternate I (OCT 2022) of 52.225-1.

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

— (ii) Alternate I [Reserved].

— (iii) Alternate II (DEC 2022) of 52.225-3.

— (iv) Alternate III (FEB 2024) of 52.225-3.

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

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

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

— (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

— (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ( E.O. 13513).

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 21 OF 26 PAGES
<p>           (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).            (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).            (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).            (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( 31 U.S.C. 3332).            (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).            (61) 52.232-36, Payment by Third Party (MAY 2014) ( 31 U.S.C. 3332).            (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) ( 5 U.S.C. 552a).            (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) ( 15 U.S.C. 637(d)(13)).            (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).            (ii) Alternate I (APR 2003) of 52.247-64.            (iii) Alternate II (NOV 2021) of 52.247-64.            (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:            [Contracting Officer check as appropriate.]            (1) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter 67).            (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).            (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).            (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).            (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).            (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( 41 U.S.C. chapter 67).            (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).            (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).            (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).            (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.            (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.            (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.            (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.            (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-            (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) ( 41 U.S.C. 3509).            (ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) ( 41 U.S.C. 4712).            (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).            (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).            (v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).            (vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).            (vii)            (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) ( Pub. L. 115-390, title II).            (B) Alternate I (DEC 2023) of 52.204-30.            (viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.            (ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).            (x) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).            (xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ( 38 U.S.C. 4212).            (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) ( 29 U.S.C. 793).            (xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) ( 38 U.S.C. 4212).            (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow         </p>		

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 22 OF 26 PAGES																						
<p>down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter 67).</p> <p>(xvi)</p> <p>(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) ( 22 U.S.C. chapter 78 and E.O 13627).</p> <p>(B) Alternate I (MAR 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).</p> <p>(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).</p> <p>(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( 41 U.S.C. chapter 67).</p> <p>(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).</p> <p>(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).</p> <p>(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).</p> <p>(xxii)</p> <p>(A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).</p> <p>(B) Alternate I (JAN 2017) of 52.224-3.</p> <p>(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).</p> <p>(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.</p> <p>(xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>(End of clause)</p> <p>DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION</p> <p>(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.</p> <p>(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.</p> <p>(c) The offeror should check here to opt out of this clause:[ ] Alternate wording may be negotiated with the Contracting Officer.</p> <p>FAR 52.215-6 - Place of Performance (Oct 1997)</p> <p>(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.</p> <p>(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information: Place of Performance(Street Address, City, State, County, Zip Code)Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent</p> <p>FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)</p> <p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address <a href="http://www.acquisition.gov">http://www.acquisition.gov</a></p> <p>The following additional clauses are incorporated by REFERENCE:</p> <table><thead><tr><th>CLAUSE Number</th><th>Title</th></tr></thead><tbody><tr><td>52.247-34</td><td>F.O.B. Destination</td></tr><tr><td>52.225-1</td><td>Buy American Supplies</td></tr></tbody></table> <p>FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)</p> <p>This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <a href="https://www.acquisition.gov/">https://www.acquisition.gov/</a></p> <p>The following additional provisions are incorporated by REFERENCE:</p> <table><thead><tr><th>Provision Number</th><th>Title</th></tr></thead><tbody><tr><td>FAR 52.212-2</td><td>Evaluation of Commercial Items</td></tr><tr><td>FAR 52.225-25</td><td>Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification</td></tr><tr><td>FAR 52.232-17</td><td>Interest</td></tr><tr><td>FAR 52.242-13</td><td>Bankruptcy</td></tr><tr><td>FAR 52.242-15</td><td>Stop-Work Order</td></tr><tr><td>DFARS 252.204-7003</td><td>Control of Government Personnel Work Product</td></tr><tr><td>DFARS 252.204-7004</td><td>Antiterrorism Awareness Training for Contractors</td></tr></tbody></table>			CLAUSE Number	Title	52.247-34	F.O.B. Destination	52.225-1	Buy American Supplies	Provision Number	Title	FAR 52.212-2	Evaluation of Commercial Items	FAR 52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification	FAR 52.232-17	Interest	FAR 52.242-13	Bankruptcy	FAR 52.242-15	Stop-Work Order	DFARS 252.204-7003	Control of Government Personnel Work Product	DFARS 252.204-7004	Antiterrorism Awareness Training for Contractors
CLAUSE Number	Title																							
52.247-34	F.O.B. Destination																							
52.225-1	Buy American Supplies																							
Provision Number	Title																							
FAR 52.212-2	Evaluation of Commercial Items																							
FAR 52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification																							
FAR 52.232-17	Interest																							
FAR 52.242-13	Bankruptcy																							
FAR 52.242-15	Stop-Work Order																							
DFARS 252.204-7003	Control of Government Personnel Work Product																							
DFARS 252.204-7004	Antiterrorism Awareness Training for Contractors																							

CONTINUED ON NEXT PAGE

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 23 OF 26 PAGES
<div data-bbox="48 254 1576 348"><p>DFARS 252.209-7004      Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism</p><p>DFARS 252.225-7002      Qualifying Countries as Subcontractors</p><p>FAR 52.204-7Systems for Award Management</p></div>		
<div data-bbox="1118 1999 1487 2030"><p>CONTINUED ON NEXT PAGE</p></div>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 24 OF 26 PAGES
--------------------	--	---------------------

## SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

### PID Data - Custom Clause

Insert (copy and paste) text for SECTION B – PID information here

## SECTION I - CONTRACT CLAUSES

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

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

### 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023) DFARS

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

### 252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS

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

### 252.223-7009 PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (OCT 2023) FAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items -

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-A-9400	PAGE 25 OF 26 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

### Routing Data Table \*

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

(\* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\* Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request*. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report*. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact*. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of Clause)

**52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR**

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

**252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024) DFARS**

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
ATTACH_signed_bpa	the signed McGuire Pepsi BPA Agreement 2024.pdf