

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-5003	PAGE 3 OF 3 PAGES
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Continuation Page - Caution Notice

- Table of Contents:
- 1. Contract Terms and Conditions (Clauses, Provisions, and Procurement Notes) (Page 4 - 43)
 - 2. Statement of Work (page 44-59)
 - 3. Schedule of Items (page 60)

Performance Period [REDACTED]

Total Award Amount not to exceed [REDACTED]

THIS AWARD INCORPORATES THE TERMS AND CONDITIONS SET BELOW:

3. Award Evaluation Information (a) EVALUATION: Acquisitions (excluding solicitations with first article test requirements – (see paragraph (c) below) may be candidates for award under DLA Evaluation program. The program uses price reasonableness logic and other filters to make fully and buyer assisted awards valued at the SAT or less. The Evaluation program begins the evaluation process at the time and date set for receipt of quotations and only considers “qualified quotations” for award. Qualified quotations are in exact compliance with the solicitation requirements (bid type equal to “bid without exception”) and are submitted on the DIBBS/EMAIL.

(1) The following are not considered exceptions to the solicitation requirements and will not make a quotation ineligible for an award: (i) Quoting delivery days different than the required delivery days.

(ii) Quoting a superseding or previously approved part or correction to a CAGE/part number cited in the procurement identification description (PID) for an item described by manufacturer’s CAGE and part number.

(iii) Quoting a used, reconditioned, remanufactured item, or unused former Government surplus property.

(iv) Quoting other than a domestic end product on an unrestricted solicitation.

(v) Quoting a hazardous item.

(vi) Quoting “Other” when the solicitation states a Higher-Level Quality requirement.

(2) The following are considered exceptions to the solicitation requirements and will make a quotation ineligible for an award: (i) Quoting an alternate product or otherwise taking exception to the solicitation’s item description.

(ii) Exceptions to packaging requirements.

(iii) Exceptions to FOB terms.

(iv) Exceptions to inspection requirements.

(v) Exceptions to required quantity.

(vi) Quoting a quantity variance greater than specified on the solicitation.

(vii) Quoting “None” when a Higher-Level Contract Quality Requirement is required.

(viii) Quoting the use of Child Labor.

(ix) Quoting Remarks.

MANUAL EVALUATION FACTORS: If the requirement is evaluated manually, price, delivery, and past performance will be considered in accordance with the terms in the solicitation. Since delivery is an evaluation factor, there may be an evaluation preference for quotes/offers of fewer delivery days than the number of delivery days requested by the Government. Quoting/offering a greater number of delivery days than requested may result in the quote/offer not being considered.

NOTICE OF AWARD: Purchase orders are based on a submitted quotation. Suppliers are requested to notify the administrative contracting officer, within 14 days after receiving the notice of award, when they will not perform in accordance with a purchase order. Failure to provide prompt notice will adversely affect your past performance evaluation if the purchase order is later cancelled at other than the Government’s request.

EVALUATION DISTRIBUTION: The award will be posted to the DIBBS web site and distributed via email notification with a Web link to an electronic copy of the DD Form 1155, Order for Supplies or Services. Orders will be transmitted via Electronic Data Interchange (EDI) to contractors who are EDI capable. Contractors that are not EDI capable will receive their orders via email award notification containing Web links. Delays in the receipt of awards that are caused by email interruptions and Internet access are not excusable delays and will not extend delivery schedules.

USE OF SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) RISK ASSESSMENT REQUIREMENT IN DFARS PROVISION 252.204-7024, NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM, FOR MANUAL EVALUATION

APPLICATION: Use of SPRS risk assessments is required for the evaluation of quotations or offers in response to solicitations for supplies.

MANUAL EVALUATION FACTORS: When evaluation is not used or if the system is unable to

make a fully award, quotations will be evaluated in accordance with (IAW) DFARS provision 252.204-7024 and awarded manually. When the quotation or offer is evaluated manually, contracting officers are required to consider item risk, price risk, and supplier risk assessments, if available in SPRS, IAW DFARS 204.7603, as part of the manual award decision. Offerors or quoters without a risk assessment in SPRS shall not be considered favorably or unfavorably.

PART II – Indefinite Delivery Contract (IDC):

Applies when a “Q” solicitation and resulting award do not specify a firm quantity of supplies (other than a minimum quantity) and provides for the issuance of delivery orders during the period of the contract. Coverage is for DLA orders for stock replenishment (DLA Direct).

2. SIDC Contract: (a) The SIDC contract will incorporate this Solicitation by reference, including the following terms and conditions that will be provided in full text:

(i) Clause: 52.216-19 Order Limitations

(ii) Clause: 52.216-22 Indefinite Quantity

(iii) Clause: 52.216-18 Ordering

(iv) Procurement note H05, Bilateral Simplified Indefinite-Delivery Contract (SIDC) (SEP 2021)

H05 Bilateral Simplified Indefinite-Delivery Contract (SIDC) (SEP 2021)

(1) The Government will award a bilateral SIDC resulting from this request for quote (RFQ) to the responsible offeror whose quote conforms to the terms and conditions in the RFQ and will be most advantageous to the Government, after considering price and other factors. The awardee shall sign the SIDC, which creates a binding contract. The contractor shall return the signed SIDC to the contracting officer.

(2) Pricing of orders. The unit price for orders is based on the price for the quantity range that will cover the total quantity on the order, regardless of destination.

(3) Price evaluation will be based on the price quoted for the estimated annual demand in the schedule.

(4) Once the guaranteed minimum quantity stated in the SIDC is met, the Government is under no obligation to place additional orders. The Government may place additional orders for the period of performance stated in the SIDC, effective from the award date of the SIDC. All additional orders will reference the SIDC, which documents the terms and conditions applicable to each order. The SIDC states the maximum value of each task or delivery orders under the

SIDC. The maximum value of the SIDC will not exceed the SAT; or, for SIDCs using FAR Subpart 13.5, the thresholds in 13.500(a).

PART III – Provisions, Clauses and Procurement Notes:

The following websites are provided to suppliers to obtain the full text of the FAR, DFARS, and DLAD provisions, clauses, and Procurement Notes listed below:

<https://www.acquisition.gov>, <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>,
<http://www.dla.mil/hq/acquisition/offers/DLAD.aspx> and
<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>.

All provisions, clauses, and procurement notes are incorporated herein by reference with the same force and effect as if set forth in full text and made a part of the solicitation/order as applicable. The submission of a quotation in response to a RFQ that references this document constitutes the supplier's compliance with the representations and certifications and acceptance of the individual clauses, provisions, and procurement notes incorporated by reference herein. Certain representations and certifications may be required as part of a quotation submitted via DIBBS. These representations and certifications will be contained on the DIBBS quotation input form. Suppliers are reminded that all provisions incorporated herein by reference remain binding in their entirety. Any penalties for misrepresentation contained in the reference clauses and provisions apply.

CAUTION NOTICE: OFFERORS ARE REQUIRED TO COMPLY WITH DOMESTIC MATERIAL RESTRICTIONS. THE BERRY AMENDMENT, THE BUY AMERICAN ACT, AND OTHER DOMESTIC MATERIAL RESTRICTION MAY APPLY. OFFERORS ARE INSTRUCTED TO REFER TO THE SOLICITATION CLAUSES RELATED TO FOREIGN SOURCING FOR MORE INFORMATION ON APPLICABILITY. THE BERRY AMENDMENT THRESHOLD HAS BEEN REDUCED TO \$150,000 AND VENDORS MUST CAREFULLY REVIEW RELATED CLAUSES DFARS 252.225-7006, 252.225-7012, AND 252.225-7015 FOR APPLICABILITY REQUIREMENTS. IF YOUR OFFER IS BASED ON A NON-DOMESTIC MATERIAL, YOU ARE REQUIRED TO PROVIDE DISCLOSURE INFORMATION IN YOUR QUOTE AND/OR THROUGH WRITTEN NOTIFICATION TO THE POINT OF CONTACT LISTED IN THE SOLICITATION.

SUBPART A – MANDATORY FAR, DFARS AND DLAD PROVISIONS AND CLAUSES

The following provisions and clauses are applicable to all solicitations and orders:

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

As prescribed in [3.1004\(b\)](#), insert the following clause:

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

(Contracting Officer shall insert ---

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

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

FAR 52.203-19 (Jan 2017) Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

FAR 52.204-7 (Oct 2018) System for Award Management

FAR 52.204-8 (Mar 2023) Annual Representations and Certifications

FAR 52.204-13 (Oct 2018) System for Award Management Maintenance

FAR 52.204-16 (Aug 2020) Commercial and Government Entity Code Reporting

FAR 52.204-17 (Aug 2020)	Ownership or Control of Offeror
FAR 52.204-18 (Aug 2020)	Commercial and Government Entity Code Maintenance
FAR 52.204-20 (Aug 2020)	Predecessor of Offeror
FAR 52.204-21 (Nov 2021)	Basic Safeguarding of Covered Contractor Information Systems
FAR 52.204-24 (Nov 2021)	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
FAR 52.204-25 (Nov 2021)	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
FAR 52.204-26 (Oct 2020)	Covered Telecommunications Equipment or Services-Representation
FAR 52.204-27 (June 2023)	Prohibition on a ByteDance Covered ApplicationThe contracting officer shall insert the clause at 52.204-27, Prohibition on a ByteDance Covered Application, in all solicitations and contracts, unless an exception is granted in accordance with OMB Memorandum M-23-13
FAR 52.204-29 (Dec 2023)	Federal Acquisition Supply Chain Security Act Orders Representation and Disclosures

The provision is prescribed at FAR 4.2306(b) and is for use in all solicitations for contracts, except that for Federal Supply Schedules, Governmentwide acquisition contracts and multi-agency contracts the clause will be inserted in all solicitations for contracts if FASCSA orders apply at the contract level.

The provision will apply to acquisitions valued at or below the SAT; acquisitions of commercial products, including COTS items; and acquisition of commercial services. As prescribed in 4.2306(b), insert the following provision:

Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (DEC 2023)

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

Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any

products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. Procedures.

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

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

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

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

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

Name of the product or service provided to the Government;

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

If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror; Brand Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

Item description; Reason why the applicable covered article or the product or service is being provided or used; (f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver. Referred to as a DoD FASCSA order.

FAR 52.204-30 (Dec 2023) Federal Acquisition Supply Chain Security Act Orders Prohibition

The provision is prescribed at FAR 4.2306(b) and is for use in all solicitations for contracts, except that for Federal Supply Schedules, Governmentwide acquisition contracts and multi- agency contracts the clause will be inserted in all solicitations for contracts if FASCSA orders apply at the contract level.

The provision will apply to acquisitions valued at or below the SAT; acquisitions of commercial products, including COTS items; and acquisition of commercial services. As prescribed in 4.2306(c), insert the following clause:

Federal Acquisition Supply Chain Security Act Orders— Prohibition (DEC 2023)

Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

Hardware, systems, devices, software, or services that include embedded or incidental information technology. FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201– 1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented

information systems. This type of FASCSA order may be

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order. *Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

The Office of the Director of National Intelligence;

The Central Intelligence Agency;

The National Security Agency;

The Defense Intelligence Agency;

The National Geospatial-Intelligence Agency;

The National Reconnaissance Office;

Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

The Bureau of Intelligence and Research of the Department of State;

The Office of Intelligence and Analysis of the Department of the Treasury;

The Office of Intelligence and Analysis of the Department of Homeland Security; or

Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

***Prohibition.* (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:**

For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

For all other solicitations and contracts DHS FASCSA orders apply.

The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

Name of the product or service provided to the Government;

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

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

Brand;

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

Item description;

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

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

Within 3 business days from the date of such identification or notification:

Contract number;

Order number(s), if applicable;

Name of the product or service provided to the Government or used during performance of the contract;

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

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

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

Item description; and

Any readily available information about mitigation actions undertaken or recommended.

Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

Any further available information about mitigation actions undertaken or recommended.

In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

***Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.**

***Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.**

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

***Alternate I* (DEC 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:**

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any

products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1). *Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders*

Yes ☐ No ☐ DHS FASCSA Order Yes ☐ No ☐ DoD FASCSA Order

Yes ☐ No ☐ DNI FASCSA Order

Alternate II (DEC 2023). As prescribed in 4.2306(c)(2)(ii), substitute the following paragraph (b) in place of paragraph

(b) of the basic clause. This clause applies to each order as identified by the Contracting Officer.

(b) Prohibition. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1). Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes ☐ No ☐ DHS FASCSA order Yes ☐ No ☐ DoD FASCSA order

Yes ☐ No ☐ DNI FASCSA order

The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.

The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.

A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause. (5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:

Name of the product or service provided to the Government;

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

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

Brand;

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

Item description;

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

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

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

FAR 52.211-2 (Jul 2021) Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization information System (ASSIST)

FAR 52.211-5 (Aug 2000) Material Requirements

FAR 52.211-14 (Apr 2008) Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use

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

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

FAR 52.212-4 (DEC 2022) CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES FAR

FAR 52.213-4 (Sep 2023) Terms and Conditions-Simplified Acquisitions (Other Than Commercial Products and Commercial Services DFARS 252.225-7001 or 252.225-7036 applies in lieu of FAR 52.225-1

FAR 52.219-1 (Sep 2023) Small Business Program Representations

FAR 52.219-8 (Sep 2023)	Utilization of Small Business Concerns (DEVIATION 2023-O0002) Applies to solicitations and contracts, use the deviation clause in solicitations and contracts in lieu of the FAR clause.
FAR 52.219-28 (Sep 2023)	Post-Award Small Business Program Rerepresentation
FAR 52.222-36 (Jul 2014)	Alternate I - Equal Opportunity for Workers with Disabilities
FAR 52.223-3 (Feb 2021)	Hazardous Material Identification and Material Safety Data
FAR 52.223-7 (Jan 1997)	Notice of Radioactive Materials
FAR 52.223-18 (Jun 2020)	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR 52.227-1 (Jun 2020)	Authorization and Consent
FAR 52.227-2 (Jun 2020)	Notice and Assistance Regarding Patent and Copyright Infringement
FAR 52.227-3 (Apr 1984)	Patent Indemnity
FAR 52.232-39 (Jun 2013)	Unenforceability of Unauthorized Obligations
FAR 52.232-40 (Mar 2023)	Providing Accelerated Payments to Small Business Subcontractors
FAR 52.233-3 (AUG 1996)	PROTEST AFTER AWARD
FAR 52.242-15(AUG 1989)	STOP-WORK ORDER
FAR 52.242-17 (Apr 1984)	Government Delay of Work
FAR 52.243-1 (Aug 1987)	Changes – Fixed Price
FAR 52.246-2 (Aug 1996)	Inspection of Supplies – Fixed Price
FAR 52.249-8 (Apr 1984)	Default (Fixed-Price Supply and Service)
FAR 52.252-1 (Feb 1998)	Solicitation Provisions Incorporated by Reference (The full text of a provision may be accessed electronically at this address: https://www.acquisition.gov .)
FAR 52.252-2 (FEB 1998)	CLAUSES INCORPORATED BY REFERENCE
FAR 52.253-1 (JAN 1991)	COMPUTER GENERATED FORMS
DFARS 252.203-7000 (Sep 2011)	Requirements Relating to Compensation of Former DoD Officials

DFARS 252.203-7002 (Dec 2022)	Requirement to Inform Employees of Whistleblower Rights
DFARS 252.203-7005 (Sep 2022)	Representation Relating to Compensation of Former DoD Officials
DFARS 252.204-7000 (Oct 2016)	Disclosure of Information
DFARS 252.204-7003 (Apr 1992)	Control of Government Personnel Work Product
DFARS 252.204-7004 (JAN 2023)	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS
DFARS 252.204-7007 (May 2021)	Alternate A, Annual Representations and Certifications. (Includes DFARS 252.204-7016 (Dec 2019), Covered Defense Telecommunications Equipment Or Services – Representation)
DFARS 252.204-7008 (Oct 2016)	Compliance with Safeguarding Covered Defense Information
DFARS 252.204-7009 (Jan 2023)	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
DFARS 252.204-7012 (Jan 2023)	Safeguarding Covered Defense Information and Cyber Incident Reporting
DFARS 252.204-7014 (JAN 2023)	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS
DFARS 252.204-7015 (Jan 2023)	Notice of Authorized Disclosure of Information for Litigation Support
DFARS 252.204-7017 (Mar 2021)	Prohibition of Acquisition of Covered Defense Telecommunications Equipment or Services-- Representation
DFARS 252.204-7018 ((Jan 2023)	Prohibition of Acquisition of Covered Defense Telecommunications Equipment or Services
DFARS 252.204-7019 (Mar 2022)	Notice Of NIST SP 800-171 DoD Assessment Requirements
DFARS 252.204-7020 (Jan 2023)	NIST SP 800-171 DoD Assessment Requirements
DFARS 252.209-7002 (Dec 2022)	Disclosure of Ownership or Control by a Foreign Government
DFARS 252.223-7001 (Dec 1991)	Hazard Warning Labels

DFARS 252.223-7006 (Sep 2014)	Prohibition On Storage, Treatment, And Disposal Of Toxic Or Hazardous Materials—Basic
DFARS 252.223-7008 (Jan 2023)	Prohibition Of Hexavalent Chromium
DFARS 252.225-7007 (Dec 2018)	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
DFARS 252.225-7048 (Jun 2013)	Export-Controlled Items
DFARS 252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022)	
DFARS 252.232-7003 (Dec 2018)	Electronic Submission of Payment Requests and Receiving Reports
DFARS 252.232-7006 (Jan 2023)	Wide Area WorkFlow Payment Instructions
DFARS 252.232-7010 (Dec 2006)	Levies on Contract Payments
DFARS 252.239-7018 (Dec 2022)	Supply Chain Risk
DFARS 252.239-7098 (Apr 2021)	Prohibition On Contracting To Maintain Or Establish A Computer Network Unless Such Network Is Designed To Block Access To Certain Websites – Representation (Class Deviation 2021-O0003) https://www.acq.osd.mil/dpap/policy/policyvault/USA000226-21-DPC.pdf)
DFARS 252.243-7001 (Dec 1991)	Pricing of Contract Modifications
DFARS 252.244-7000 (Jan 2023)	Subcontracts For Commercial Products Or Commercial Services
DFARS 252.246-7003 (Jan 2023)	Notification of Potential Safety Issues
DFARS 252.247-7023 (Jan 2023)	Transportation Of Supplies By Sea—Basic
DLAD 5452.233-9001 (Jun 2020)	Disputes – Agreement to Use Alternate Dispute Resolution (ADR)

SUBPART B – CONDITIONAL FAR, DFARS, AND DLAD PROVISIONS AND CLAUSES

The following provisions and clauses apply as indicated below. These provisions and clauses are self-deleting if they do not apply.

FAR 52.204-2 (Mar 2021)	Security Requirements Applies to solicitations and contracts when the contract may require access to classified information
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FAR 52.204-28 (Dec 2023) Federal Acquisition Supply Chain Security Act Orders— Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts (DEC 2023)

The clause is prescribed at FAR 4.2306(a) and ONLY APPLICABLE for Federal Supply Schedule actions, Governmentwide Acquisitions and Multi Agency Contracts. It is required in the basic solicitation and resultant contract for all Federal Supply Schedules, Governmentwide acquisition contracts, and multi-agency contracts when FASCSA orders are contemplated to be applied at the task or delivery order level. The clause will apply to acquisitions valued at or below the SAT; acquisitions of commercial products, including COTS items; and acquisition of commercial services. As prescribed in 4.2306(a), insert the following clause:

Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts (DEC 2023)

Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order

may be referred to as a Department of Homeland Security (DHS) FASCSA order.

The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

The Director of National Intelligence (DNI) may issue

FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

The Office of the Director of National Intelligence;

The Central Intelligence Agency;

The National Security Agency;

The Defense Intelligence Agency;

The National Geospatial-Intelligence Agency;

The National Reconnaissance Office;

Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

The Bureau of Intelligence and Research of the Department of State;

The Office of Intelligence and Analysis of the Department of the Treasury;

The Office of Intelligence and Analysis of the Department of Homeland Security; or

Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director

of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National

Intelligence. Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information. Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Notice. During contract performance, the Contractor shall be required to comply with any of the following that apply: DHS FASCSA orders, DoD FASCSA orders, or DNI FASCSA orders. The applicable FASCSA order(s) will be identified in the request for quotation (see 8.405–2), or in the notice of intent to place an order (see 16.505(b)). FASCSA orders will be identified in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition, with its Alternate II.

Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor shall promptly

make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order (see FAR 4.2303(b)).

FAR 52.204-10 (Jun 2020) Reporting Executive Compensation and First-Tier Subcontract Awards Applies to all solicitations and contracts of \$30,000 or more.

FAR 52.209-1 (Feb 1995) Qualification Requirements Applies when QML, QPL, QBL is cited in the item description of the solicitation/order. The agency activity name and address are located in the QPL specification, which is cited in the Item Description and can be obtained from <http://assist.daps.dla.mil/quicksearch>.

FAR 52.211-15 (Apr 2008) Defense Priority and Allocation Requirement Applies to solicitations and awards/orders when a DPAS rating/priority is cited on the face of the solicitation and/or the award/order.

FAR 52.211-16 (Apr 1984) Variation in Quantity For DLA Land and Maritime acquisitions: A variation in quantity will not be accepted unless the unit of issue is in feet and only when within +/- 10% when authorized in the individual order.

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

FAR 52.216-1 (APR 1984) TYPE OF CONTRACT

FAR 52.216-18 (Aug 2020) Ordering

Applies to solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated.

FAR 52.216-19 (Oct 1995) Order Limitations

Applies when the solicitation is for an Indefinite Delivery Contract (AIDC).

FAR 52.216-22 (Oct 1995) Indefinite Quantity

Applies when the solicitation is for an Indefinite Delivery Contract (AIDC).

FAR 52.219-3 (Oct 2022)	<p>Notice of HUBZone Set-Aside or Sole-Source Award</p> <p>Applies to solicitations and contracts for acquisitions that are set aside or awarded on a sole-source basis to HUBZone small business concerns under FAR 19.1305 or 19.1306. This includes multiple-award contracts when orders may be set aside for HUBZone small business concerns as described in FAR 8.405-5 and 16.505(b)(2)(i)(F) or when orders may be issued directly to one HUBZone small business concern in accordance with 19.504(c)(1)(ii); or to solicitations and contracts when procurement note L36 is included.</p>
FAR 52.219-4 (Oct 2022)	<p>Notice of Price Evaluation Preference for HUBZone Small Business Concerns Applies to solicitations and contracts for acquisitions conducted using full and open competition</p>
FAR 52.219-6 (Nov 2020)	<p>Notice of Total Small Business Set-Aside Applies to solicitations and contracts involving total small business set-asides. This includes multiple-award contracts when orders may be set aside for any of the small business concerns identified in FAR 19.000(a)(3), as described in FAR 8.405-5 and 16.505(b)(2)(i)(F); or to solicitations and contracts when procurement note L17 or procurement note L36 is included.</p>
FAR 52.219-8 (Jan 2023)	<p>Utilization of Small Business Concern (DEVIATION 2023-O0002) Applies to solicitations and contracts and use the deviation clause in solicitations and contracts in lieu of the FAR clause.</p>
FAR 52.219-9 (Oct 2022)	<p>Small Business Subcontracting Plan</p>
FAR 52.219-14 (Feb 2023)	<p>Limitations on Subcontracting (DEVIATION 2021-O0008 Revision 1)</p> <p>Applies to solicitations and contracts for supplies, services, and construction, if any portion of the requirement is to be set aside for small business and the contract amount is expected to exceed the SAT, and in any solicitations and contracts that are set aside or awarded on a sole-source basis in accordance with FAR subparts 19.8, 19.13, 19.14, or 19.15, regardless of dollar value. This includes multiple- award contracts when orders may be set aside for small business concerns, as described in FAR 8.405-5 and 16.505(b)(2)(i)(F), and when orders may be issued directly to a small business concern as described in FAR 19.504(c)(1)(ii). For contracts that are set aside, the contracting officer shall indicate in paragraph (f) of the clause whether compliance with the limitations on subcontracting is required at the contract or order level; when</p>

using the HUBZone price evaluation preference (however, if the prospective contractor waived the use of the price evaluation preference, or is an other than small business, do not insert the clause in the resultant contract); or to solicitations and contracts when procurement note L17, procurement note L36, procurement note L38 is included.

FAR 52.219-27 (Oct 2022) Notice of Service-Disabled Veteran-Owned Small Business Set-Aside

Applies to solicitations and contracts for acquisitions that are set aside or awarded on a sole- source basis to, service-disabled veteran-owned small business concerns under FAR 19.1405 and 19.1406; to multiple-award contracts when orders may be set aside for service-disabled veteran-owned small business concerns as described in FAR 8.405-5 and 16.505(b)(2)(i)(F) or when orders may be issued directly to one service-disabled veteran-owned small business contractor in accordance with FAR 19.504(c)(1)(ii); or to solicitations and contracts when procurement note L17 is included.

FAR 52.219-29 (Oct 2022) Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business

Concerns Applies to solicitations and contracts for acquisitions that are set aside or awarded on a sole-source basis to, EDWOSB concerns under 19.1505(b) or 19.1506(a). This includes multiple-award contracts when orders may be set aside for EDWOSB concerns as described in 8.405-5 and 16.505(b)(2)(i)(F) or when orders may be issued directly to one EDWOSB contractor in accordance with 19.504(c)(1)(ii).

FAR 52.219-30 (Oct 2022) Notice of Set-Aside for, or Sole-Source Award to, Women- Owned Small Business Concerns Eligible Under the Women- Owned Small Business Program

Applies to solicitations and contracts for acquisitions that are set aside or awarded on a sole-source basis to WOSB concerns under 19.1505(c) or 19.1506(b). This includes multiple-award contracts when orders may be set aside for WOSB concerns eligible under the WOSB Program as described in 8.405-5 and 16.505(b)(2)(i)(F) or when orders may be issued directly to one WOSB contractor in accordance with 19.504(c)(1)(ii).

FAR 52.219-33 (Sep 2021) Nonmanufacturer Rule

Applies to solicitations and contracts, including multiple-award contracts when orders may be set aside for small business concerns as described in FAR 8.405-5 and 16.505(b)(2)(i)(F), and when orders may be issued directly to a small business concern as described in FAR 19.504(c)(1)(ii)), when the item being acquired has been assigned a manufacturing or supply NAICS code, and when any portion of the requirement is to be set aside for small business and is expected to exceed the simplified acquisition threshold; or set aside or awarded on a sole-source basis in accordance with FAR subparts 19.8, 19.13, 19.14, or 19.15, regardless of dollar value; or when using the HUBZone price evaluation preference (see FAR 19.1307). However, if the prospective contractor waived the use of the price evaluation preference, or is an other than small business, do not insert the clause in the resultant contract. Does not apply when the Small Business Administration has waived the nonmanufacturer rule (see FAR 19.505(c)(4)).

FAR 52.222-3 CONVICT LABOR (JUN 2003)

FAR 52.222-4 (Mar 2018) Contract Work Hours and Safety Standards -Overtime Compensation

Applies to solicitations and contracts when the estimated value equals or exceeds \$150,000.

FAR 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2022)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

FAR 52.222-35 (Jun 2020) Equal Opportunity for Veterans

Applies to solicitations and contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award.

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

FAR 52.222-37 (Jun 2020) Employment Reports on Veterans

Applies to solicitations and contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award.

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

FAR 52.222-54 (May 2022) Employment Eligibility Verification

Applies to solicitations and contracts when the estimated value exceeds \$150,000, except those that

Are only for work that will be performed outside the United States;

Are for a period of performance of less than 120 days; or

Are only for—

Commercially available off-the-shelf items;

Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of definition of “commercial product” at 2.101;

Items that would be COTS items if they were not bulk cargo; or

Commercial services that are—

Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);

Performed by the COTS provider; and

Are normally provided for that COTS item.

FAR 52.223-9 (May 2008) Estimate of Percentage of Recovered Material Content for EPA-Designated Items

Applies to solicitations and contracts when the estimated value exceeds \$150,000

FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

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

- FAR 52.246-1 (Apr 1984) Contractor Inspection Requirements
Applies when inspection and acceptance are at destination.
- FAR 52.246-11 (Dec 2014) Higher-Level Contract Quality Requirement
Refer to schedule for applicability.
- FAR 52.247-1 (Feb 2006) Commercial Bill of Lading Notations
Applies to all F.o.b. origin awards.
- FAR 52.247-29 (Feb 2006) F.o.b. Origin
Applies when the delivery term is f.o.b. origin.
- FAR 52.247-34 (Nov 1991) F.o.b. Destination
Applies when the delivery term is f.o.b. destination
- FAR 52.247-48 (Feb 1999) F.o.b. Destination - Evidence of Shipment
Applies when delivery term is f.o.b. destination and inspection,
and acceptance are at source.
- FAR 52.247-51 (Jan 2001) Evaluation of Export Offers
Applies to solicitations when supplies are to be exported through
CONUS ports and offers are solicited on an f.o.b. origin or f.o.b.
destination basis.
- FAR 52.247-52 (Feb 2006) Clearance and Documentation Requirements – Shipments to DoD
Air or Water Terminal Transshipment Points
Applies when shipments will be consigned to DoD air or water
terminal transshipment points or container consolidation points
(CCPs).
- FAR 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017)
- FAR 52.247-65 (Jan 1991) F.o.b. Origin, Prepaid Freight - Small Package Shipments
Applies to all F.o.b. origin awards except Foreign Military Sales
(FMS) requirements.
- FAR 52.247-68 (Feb 2006) Report of Shipment (REPSHIP)

Applies to shipment when advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations or, as required, to civilian agency facilities.

DFARS 252.209-7004 (May 2019) Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism Applies to solicitations and contracts when the estimated value exceeds \$150,000.

DFARS 252.209-7011 (Oct 2023) Representation for Restriction on the Use of Certain Institutions of Higher Education

This rule creates a new solicitation provision at DFARS 252.209– 7011, Representation for Restriction on the Use of Certain Institutions of Higher Education. The provision at DFARS 252.209–7011 is prescribed in DFARS 209.170– 4 for use in solicitations for acquisitions to an institution of higher education, including solicitations for acquisitions to an institution of higher education using FAR part 12 procedures for the acquisition of commercial products, including COTS items, and commercial services. DoD is applying the rule to contracts at or below the SAT, to contracts for the acquisition of commercial products including COTS items, and for the acquisition of commercial services.

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

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

DFARS 252.225-7000 (Nov 2014) Buy American -- Balance of Payments Program Certification – BASIC

Applies to all acquisitions over the micro-purchase threshold up to \$25,000 and to acquisitions above \$25,000 unless 252.225-7036 or its ALT applies.

DFARS 252.225-7001 (Jun 2022) Buy American and Balance of Payments Program –

BASIC Applies to acquisitions over the micro-purchase threshold unless 252.225- 7021 or 252.225-7036 or their ALTs, apply See DFARS 225.1101(2)(i).

DFARS 252.225-7002 (Dec 2017) Qualifying Country Sources as Subcontractors

Applies when either DFARS 252.225-7001 or DFARS 252.225-7036 is cited in the solicitation.

DFARS 252.225-7012 (Apr 2022) Preference for Certain Domestic Commodities

Applies to all acquisitions exceeding \$150,000. Applies at any dollar value, only for the acquisitions athletic footwear purchased by DoD for use by members of the Army, Navy, Air Force, or Marine Corps upon their initial entry into the Armed Forces. 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, 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, and United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

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

Does not include equipment such as heating, cooling, or lighting. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag vessel” means a vessel of the United States or belonging to the United

States, including any vessel registered or having national status under the laws of the United States.

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:

Food.

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

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

Tarpaulins; or

Covers.

Cotton and other natural fiber products.

Woven silk or woven silk blends.

Spun silk yarn for cartridge cloth.

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

Canvas products.

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

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

This clause does not apply—

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

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—

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

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

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

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

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

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-

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

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;

Upholstered seats (whether for household, office, or other use); and Parachutes (Federal Supply Class 1670); or

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

	<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> <p>(ii) If not taken from the sea, shall be obtained from fishing within the United States; and</p> <p>(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)</p>
DFARS 252.225-7013 (Jul 2020)	<p>Duty-Free Entry (Class Deviation 2020-O0019) (Revision 1) (see Attachment 3)</p> <p>https://www.acq.osd.mil/dpap/policy/policyvault/USA001510-20-DPC.pdf Applies when acquisition exceeds the micro-purchase threshold except when set-aside for small business or when the supplies will be shipped directly from a source outside the U.S. to a customer outside the U.S.</p>
DFARS 252.225-7015 (Jun 2005)	<p>Restriction on Acquisition of Hand or Measuring Tools</p> <p>Applies to all acquisitions exceeding \$150,000 that require delivery of hand or measuring tools.</p>
DFARS 252.225-7016 (Jun 2011)	<p>Restriction on Acquisition of Ball and Roller Bearings</p> <p>Applies to all acquisitions unless the items being acquired are not, or do not contain, ball and roller bearings.</p>
DFARS 252.225-7019 (Dec 2009)	<p>Restriction on Acquisition of Anchor and Mooring Chain</p> <p>Applies to solicitations and contracts requiring welded shipboard anchor or mooring chain four inches or less in diameter.</p>
DFARS 252.225-7020 (Nov 2014)	<p>Trade Agreements Certificate—Basic</p> <p>Applies to solicitations and contracts when the estimated value equals or exceeds \$182,000.</p>
DFARS 252.225-7028 (Apr 2003)	<p>Exclusionary Policies and Practices of Foreign Governments</p> <p>Applies for FMS</p>
DFARS 252.225-7036 (Jun 2022)	<p>Buy American – Free Trade Agreements –</p>

Balance of Payments Program – Basic. Applies to solicitations and contracts for the items listed at 225.401-70, when the estimated value equals or exceeds \$100,000, but is less than \$183,000, except if the acquisition is of end products in support of operations in Afghanistan.

DFARS 252.225-7036 ALT IV (Jun 2022) Buy American – Free Trade Agreements – Balance of Payments Program – Alt IV

Applies to solicitations and contracts for the items listed at 225.401-70 when the estimated value equals or exceeds \$92,319 but is less than \$100,000, except if the acquisition is of end products in support of operations in Afghanistan.

DFARS 252.225-7041 (Jun 1997) Correspondence in English

Applies when performance will be wholly or in part in a foreign country.

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023)

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

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

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

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

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

DFARS 252.225-7059 (JUN 2023) PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION -- REPRESENTATION

DFARS 252.225-7062 (Jul 2023) Restriction on Acquisition of Large Medium-Speed Diesel Engines

Applies to solicitations and contracts that exceed the simplified acquisition threshold, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that require large medium-speed diesel engines for new construction of auxiliary ships using funds available for National Defense Sealift Fund programs or Shipbuilding or Conversion, Navy unless (a) An exception at 225-7010(2)(b)(2) applies; does not apply to the acquisition of an end product (e.g., a machine tool), to be used in the facility, that contains carbon, alloy, or armor steel plate as a component; or (b) A waiver has been granted.

DFARS 252.225-7968 (Mar 2022)

Restriction on Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations (DEVIATION 2022-O0008)

Applies to all acquisitions of personal protective equipment materials and components, or sanitizing and disinfecting wipes, testing swabs, gauze, and bandages, with an estimated value above \$150,000.

DFARS 252.225-7972 (May 2020)

Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (Class Deviation 2020-O0015) Attachment 2

<https://www.acq.osd.mil/dpap/policy/policyvault/USA000827-20-DPC.pdf>

Applies to solicitations, unless (a) The acquisition is for (1) Counter- unmanned aircraft system surrogate testing and training; or (2) Intelligence, electronic warfare, and information warfare operations, texting, analysis, and training; or (b) A waiver has been granted by the Secretary of Defense in accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020.

DFARS 252.225-7973 (May 2020)

Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems— Representation. (Class Deviation 2020-O0015) Attachment 1

<https://www.acq.osd.mil/dpap/policy/policyvault/USA000827-20-DPC.pdf>

Applies to solicitations, unless (a) The acquisition is for (1) Counter- unmanned aircraft system surrogate testing and training; or (2) Intelligence, electronic warfare, and information warfare operations, texting, analysis, and

training; or (b) A waiver has been granted by the Secretary of Defense in accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020.

DFARS 252.225-7975 (Aug 2020) Additional Access to Contractor and Subcontractor Records (Class Deviation 2020-O0022, Attachment 2)
<https://www.acq.osd.mil/dpap/policy/policyvault/USA001616-20-DPC.pdf>

Applies to solicitations and contracts with an estimated value exceeding \$50,000 that will be performed outside the United States and its outlying areas to support a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

DFARS 252.225-7993 (Aug 2020) Prohibition on Providing Funds to the Enemy (Class Deviation 2020- O0022
<https://www.acq.osd.mil/dpap/policy/policyvault/USA001616-20-DPC.pdf>

Applies to solicitations and contracts with an estimated value exceeding \$50,000 that will be performed outside the United States and its outlying areas to support a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

DFARS 252.227-7025 (May 2013) Limitations On the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legend

Applies to solicitations and contracts when the Government expects to provide the contractor, for performance of its contract, technical data or computer software/ software documentation marked with another contractor's restrictive legends.

DFARS 252.239-7017 (Sep 2018) Notice of Supply Chain Risk (Class Deviation 2018-O0020)
<https://www.acq.osd.mil/dpap/policy/policyvault/USA002323-18-DPC.pdf>

Applies to solicitations for information technology services or supplies.

DFARS 252.239-7018 (Sep 2018) Supply Chain Risk (Class Deviation 2018-O0020)
<https://www.acq.osd.mil/dpap/policy/policyvault/USA002323-18-DPC.pdf>

Applies to solicitations and contracts for information technology services or supplies.

DFARS 252.246-7007 (Aug 2016) Contractor Counterfeit Electronic Part Detection and Avoidance System

Applies to solicitations and contracts when procuring, electronic parts; end items, components, parts or assemblies containing electronic parts. Does not apply to acquisitions set-aside for small business.

DFARS 252.246-7008 (May 2018) Sources of Electronic Parts

Applies to solicitations and contracts when procuring, electronic parts; end items, components, parts or assemblies containing electronic parts; or services, if the contractor will supply electronic parts or components, parts, or assemblies containing electronic parts or components, parts, or assemblies containing electronic parts as part of the service.

SUBPART C - PROCUREMENT NOTES

The following procurement notes apply to solicitations and purchase orders as indicated below and are set forth in full text at the following link: <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. Archived versions can also be accessed at this site. The revision in effect on the award date applies to purchase orders. These procurement notes are self-deleting if they do not apply.

C01 Superseded Part Numbered Items (SEP 2016) – Applies when procuring part numbered items, including when acquisitions are conducted using FAR Part 12.

C02 Manufacturing Phase Out or Discontinuation of Production, Diminishing Sources and Obsolete Materials or Components (DEC 2016) – Applies to all solicitations and awards.

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023) – Applies to all solicitations and awards.

C05 Change to Key Personnel (OCT 2016) – Applies when services to be provided require professional employees and evaluation of proposed key managerial personnel is required to assess the probability of successful performance.

C06 Surge and Sustainment (S&S) Requirements (FEB 2017)

C07 Warstopper Program Material Buffer Availability

C09 Economic Price Adjustment – Department of Labor Index (JUN2020)

C13 Economic Price Adjustment – Standard Supplies (AUG 2017)

C14 Correction of Nonconforming Packaging or Marking (MAY 2020) – Applies to all solicitations and awards.

C18 Shipping Instructions for Export and U.S. Territories (AUG 2017) – Applies to solicitations and contracts including shipments to overseas customers including shipments direct to APO/FPO addresses, shipments to Alaska, Hawaii, and Puerto Rico, and shipments routed through the Container Consolidation Points (CCPs) at San Joaquin, California (W62N2A) and New Cumberland, Pennsylvania (W25N14). Does not apply to First Destination Transportation (FDT) buys.

C19 Trans-Shipment of Material through DLA Containerization and Consolidation Points (CCP) (JUN 2020) – Applies to solicitations and long-term contracts supporting customers outside the contiguous United States when supplies are to be shipped via surface freight, CCP appears in the shipping address, or any time the requisition or TCN begins with “A,” “C,” or “W” for Army, or “E” or “F” for Air Force, and the customer is outside the contiguous United States.

Does not apply to First Destination Transportation (FDT) buys.

C20 Vendor Shipment Module (VSM) (NOV 2022) – Applies to solicitations and contracts issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support, except for metals or wood products, or when DCMA administers the contract and any of the following apply: (i) contracts where ultimate destination is outside the contiguous United States; (ii) hazardous material (HAZMAT) contracts; (iii) Foreign Military Sales (FMS) contracts; or (iv) contracts requiring Transportation Protective Service.

(1) The DLA Vendor Shipment Module (VSM) is a web-based system for DLA contractors to obtain current shipping addresses, two-dimensional bar-coded shipping labels in accordance with MIL-STD-129, bills of lading, packing lists, and other shipping documentation. Contractors using VSM do not need to contact the transportation office prior to shipping items. Contractors shall use VSM to print labels for f.o.b. destination contracts; and to print labels and arrange for shipping for f.o.b. origin contracts. All contractors will use VSM to obtain shipping labels no more than two (2) days prior to shipment to ensure the current destination address is used.

(2) To obtain information for contracts administered by DLA or to register as a VSM user, the contractor shall contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dla.mil.

(a) Before contacting the Government to advise that material is ready to ship, the contractor shall complete its VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment because the material was unavailable or the contractor facility was closed.

(3) To obtain information for contracts administered by DCMA, the contractor shall contact the DCMA VSM Helpdesk at

(314) 331-5573 or vsm.shipments@dcma.mil.

C21 Shipping Instruction Request (SIR) (JUN 2020) – Applies to solicitations and contracts issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support when DCMA administers the contract and any

of the following apply: (i) contracts where ultimate destination is outside the contiguous United States; (ii) hazardous material (HAZMAT) contracts;

(iii) Foreign Military Sales (FMS) contracts; or (iv) contracts requiring Transportation Protective Service.

E06 Inspection and Acceptance at Source (JUN 2018) – Applies to solicitations and contracts that require source inspection and acceptance.

E07 Evaluation Factor for Origin Inspection (JAN 2018) – Applies to solicitations that require destination inspection.

G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017) – Applies to solicitations and contracts that require f.o.b. destination and inspection/acceptance at destination.

H05 Bilateral Simplified Indefinite-Delivery Contract (SIDC) (SEP 2021) - Applies to RFQs for SIDCs.

H11 Section 508 Requirements (OCT 2020) – Applies to solicitations and awards when procuring EIT products and services.

H13 Federal Aviation Administration (FAA) Certified Parts – Shipment Documentation Requirements (JUN 2020) – Applies to all solicitations and awards for consumable items that require production by an FAA-approved manufacturer.

H15 Transporter Proof of Delivery (TPD) (DEC 2020)

Applies to DLA Aviation, DLA Land and Maritime, and DLA Troop Support solicitations and awards for supplies when all of the following conditions exist:

(A) Contract deliveries will be made directly to DLA customers;

(B) Award will be made on a fixed-price basis;

(C) Inspection or acceptance at source is not required;

(D) Use of fast payment procedures is not authorized;

(E) Shipments to overseas destinations or to containerization consolidation points are not required; and

(F) Acquisition is not being conducted under the subsistence total order and receipt electronic system (STORES), Defense Medical Logistics Standard Support (DMLSS), Industrial Prime Vendor (IPV), or Integrated Logistics Partner (ILP) programs; and

(G) The clause at 52.232-25, Prompt Payment, applies.

H17 Restriction on FSC 5962, Electronic Microcircuits (JUL 2022) – Applies only to solicitations and contract awards for Federal Supply Class (FSC) code 5962, Electronic Microcircuits, equal to or under the micro-purchase threshold.

L01 Electronic Award Transmission (JUN 2020) – Applies to all DIBBS solicitation (except indefinite delivery/indefinite quantity task or delivery order contracts, requirements contracts, and multiple award federal supply schedule-type contracts).

L02 Electronic Order Transmission for Indefinite-Delivery Contracts (JUN 2020) – Applies to DIBBS solicitations for indefinite-delivery/indefinite-quantity task or delivery order contracts, requirements contracts, and multiple award federal supply schedule-type contracts.

L04 Offers for Part Numbered Items (SEP 2016) – Applies when items are identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

L06 Agency Protests (DEC 2016) – Applies to all solicitations.

L07 Site Visit Instructions (OCT 2016) – Identifies Government points of contact for offerors who wish to inspect Government installation where services will be performed.

L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (JUN 2020) – Applies to solicitations when the contracting officer will use the Supplier Performance Risk System (SPRS) to evaluate offerors' past performance for best value source selections valued under \$10 million.

L09 Reverse Auction (OCT 2016) – Applies to solicitations when the contracting officer may use reverse auction.

L17 Service-Disabled Veteran-Owned Small Business/Small Business Set-Aside Cascade Instructions – NMR Waived (FEB 2023) – Applies to solicitations valued over the micro-purchase threshold but less than or equal to the SAT when the nonmanufacturer rule (NMR) is waived and a set-aside to a service-disabled veteran-owned small business concern is anticipated. NMR Waived (JUL 2022) is in DocBuilder.

L22 Restriction of Alternate Offers for Source Controlled Items (SEP 2017) – Applies when the acquisition is restricted to material manufactured by the sources listed on the source control drawing, as indicated by AMSC B.

L29 Section 508 Requirements (OCT 2020) – Applies to solicitations when procuring EIT products and services, unless an exception applies (reference FAR 39.204). L29 Section 508 Requirements (OCT 2021) is in DocBuilder

L31 Additive Manufacturing (JUN 2018) – Applies to all solicitations and contracts for parts and supplies, except for DCSO, DLA Energy, DLA Troop Support – Subsistence, and DLA Troop Support – C&T.

L32 Federal Aviation Administration (FAA) Certified Parts (JUN 2020) – Applies to all solicitations for items that require FAA certification.

L36 HUBZone Small Business/Small Business Set-Aside Cascade Instructions – NMR Waived (FEB 2023) – Applies to solicitations valued over the micro-purchase threshold but less than or equal to the SAT when the nonmanufacturer rule (NMR) is waived and a set-aside to a HUBZone small business concern is anticipated.

L37 Women-Owned Small Business Program/Small Business Set-Aside Cascade Instructions – nonmanufacturer rule (NMR) is waived. (FEB 2023) Applies to solicitations valued over the micro-purchase threshold but less than or equal to the SAT when a women-owned small business set-aside is anticipated and FAR clause 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, is included.

L38 Economically Disadvantaged Women-Owned Small Business/Small Business Set-Aside Cascade Instructions – nonmanufacturer rule (NMR) is waived. (FEB 2023).

Applies for solicitations valued over the micro-purchase threshold but less than or equal to the SAT when an economically disadvantaged women-owned small business set-aside is anticipated and FAR clause 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-owned Small Business Concerns, is included. Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program, is included.

M01 Approved Suppliers for Federal Supply Class (FSC) 5961, Semiconductors and Hardware Devices, and FSC 5962, Electronic Microcircuits (JUN 2020) – Applies to solicitations when purchasing qualification items in FSCs 5961 and 5962.

M03 Qualified Suppliers List for Manufacturers (QSLM)/Qualified Suppliers List for Distributors (QSLD) for Troop Support (JUN 2020) – Applies to solicitations when purchasing Troop Support QSLM/QSLD qualification items.

M04 Evaluation Factor for Government Testing of First Articles (MAY 2020) – Applies when the Government's laboratory cost will be a factor in evaluating offers.

M05 Evaluation Factor for Unused Former Government Surplus Property (SEP 2016) – Applies where surplus material is acceptable.

M06 Evaluation of Offers of Alternate Product for Part Numbered Items (SEP 2016) – Applies when items are identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

STATEMENT OF WORK – SPE30025D5003

Introduction

This Award is for supporting visiting Coast Guard and Navy ships in Huatulco, Manzanillo, Puerto Vallarta, and Tiapas-Tapachula with Fresh Fruit and Vegetable (FF&V) items for a term of 1 year. Defense Logistics Agency Directive (DLAD) 13.390 Bilateral Indefinite-Delivery Contract (IDC) below the Simplified Acquisition Threshold (SAT) will be utilized. The resulting contract will be a Firm Fixed Price IDC with economic price adjustment

The maximum dollar value of the contract action will be \$250,000. It is difficult to provide an estimated dollar value for orders to be placed against the contract as visiting ship traffic and demand is sporadic. In recent years we have seen the following number of orders and order values:

Contract Year	Contract #	Number of Orders	Value of Orders
2024 - 2025	SPE30024D5003	1	
2023 – 2024	SPE30023D5162	13	
2022 – 2023	SPE30022D5145	10	
2021 – 2022	SPE30021D5129	5	
2020 - 2021	SPE30020D5112	12	

The Guaranteed Minimum amount for this contract will be \$2,500. Once this amount is met the Government is under no obligation to place additional orders. The Government may place additional orders for the period of performance stated in the basic contract, effective from the date of the basic award. All additional orders will reference the basic contract, which documents the terms and conditions of the IDC.

Please review the attached Schedule of Items. Offerors must quote Unit Prices and Distribution Prices for all items included in the Schedule of Items. Product Prices and Distribution Prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded to two decimal places. Product Prices and Distribution Prices will be added together to establish a Total Price for each item. The Total Prices for each item will be sum totaled to calculate a Total Evaluation Price to compare against other quotes. If all items are not able to be quoted, the common items amongst all offerors will be sum totaled to calculate the Total Evaluated Price. Offerors must quote at least 37 of the 43 items in the schedule of items (~85%). Offerors not including pricing for at least 37 items may result in their offer being excluded from further evaluation and award consideration.

Pricing will be FOB destination.

The Government intends to make one award. Definitions of both Product Price and Distribution Price are included in the Economic Price Adjustment language included below. The price for all aspects of

performance detailed in the Statement of Work (“SOW”) must be included in the offeror’s fixed Distribution Price(s). Without exception, Distribution Prices shall encompass all costs related to delivering the product to the customer; including but not limited to, all transportation (distributor to consolidator & consolidator to customer), broker and dealer costs and fees, etc... No additional charges other than Distribution Price will be levied on top of Product Price. Offeror’s are reminded that fixed price type contracts place the maximum risk and responsibility for all costs, and resulting profit or loss, on the contractor. Distribution Price(s) will remain fixed for the life of the contract and an offeror’s failure to consider the full cost of performance and/or the risks of performing in this region will not serve as a basis to adjust Distribution Price(s). Product Price(s) are distinct from the aforementioned Distribution Price(s) and therefore should not be included in any way in the latter.

This solicitation will be a Full and Open Competition. Additionally, any vendor receiving a contract is encouraged to utilize the SBA SUBNet database to assist them in further identifying additional small business sources of supply. Vendors may post notices of sources sought for teaming partners and subcontractors on future contracts. Small business can review this web site to identify opportunities in their area of expertise. You may access the SBA PRONet database through the SBA Website at: www.sba.gov.

Other customers, including non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. These customers include military or other federally funded customers. Though the solicitation describes existing customers known to the Contracting Officer at the time of the solicitation’s issuance, other customers, including military, DOD, or non-DOD, may be added as necessary during the life of any resultant contract. The addition of said customers located within the solicitation’s specified region will be at no additional cost to the Government.

The Government will award a bilateral Simplified Indefinite Delivery Contract (SIDC) resulting from this request for quote (RFQ) to the responsible offeror whose quote conforms to the terms and conditions in the RFQ and will be most advantageous to the Government, after considering price and other factors. The Best Value Tradeoff Process (FAR 15.101-1) will be used to evaluate quotes. Past Performance will be the only evaluation factor for this solicitation. Past Performance will be considered equal to price. The Government will evaluate the offeror’s record of Past Performance from Government in-house records and information provided by references designated by the offeror. Government in-house will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, Contractor Performance Assessment Reporting System (CPARS), Supplier Performance Risk System (SPRS), information received through Subsistence Total Order and Receipt Electronic System (STORES), and customer surveys. The most relevant past performance, and that which will receive the most credit, is the information directly related to the offeror. The Government may contact the offeror’s listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror, including those from publicly available, non-confidential sources. The past performance evaluation will result in a performance risk rating:

- Neutral risk of poor performance
- Low risk of poor performance
- Moderate risk of poor performance
- High risk of poor performance

Ordering Catalog

Offerors will be required to maintain electronic catalogs that list all items available to the customers covered under the contract. Each item in the catalog shall contain the corresponding national or local stock number, Government item description, packaging characteristics, unit of issue and unit price.

Notices and requests to update catalog product prices in accordance with the Economic Price Adjustment language below need to be submitted to the Contract Specialist monthly by the third Wednesday of the month. For FF&V price updates, these requests should be submitted with valid quotes from multiple suppliers. For PHC approved source items, these requests should be submitted with an updated quote from the PHC approved source.

Product prices will be subject to ongoing review to ensure a fair Product price is being offered. Product price tracking and monitoring is essential to managing costs and ensuring our Offerors receive a fair market price while simultaneously minimizing government expenses. In order to track and monitor Product price, DLA will utilize PPI index comparison, market research & analysis, vendor price comparison, or any other means the government deems appropriate to ensure a fair and reasonable Product price for our customers. Offerors should expect to be queried on pricing and from time to time be expected to solicit alternative sources of supplies when prices are deemed to be not fair and reasonable. This on-going review may be scheduled or unscheduled and may occur at any time. DLA encourages all Offerors to solicit multiple bids for all product it seeks to offer to customers, as well as maintain documentation of these efforts. Should the government deem it necessary, it reserves the right to request documentation for any purchase of product in an attempt to ensure adequate Product price competition.

Economic Price Adjustment – Actual Material Costs For Subsistence Product Price Business Model

(a) Warranties: For the portion of the schedule that is covered by this economic price adjustment (EPA) clause, the Contractor warrants that –

(1) Contract unit prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and

(2) All price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) Definitions: As used throughout this clause, the term

(1) “Contract unit price” means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support’s customers. The Contract unit price consists of two components: Product Price and Distribution Price as identified in the schedule of items. The sum of the two component prices shall be rounded to the nearest cent to determine the final Contract unit price.

(2) DLA Troop Support “Manufacturer’s Price Agreement” (MPA) means an agreement between DLA Troop Support and manufacturers which identifies a fixed Product Price for specific items that will be cataloged by the prime vendor.

(3) “Product Price” is the most recent DLA Troop Support MPA price or the most recent manufacturer, distributor, grower or private label holder commercial price per unit, pound, or case to the Contractor, exclusive of standard freight.

(i) Exceptions

(A) Fresh fruits and vegetables (FF&V):

(1) It is necessary for the product to be transported into the local market of the importer, as otherwise approved under the contract, from a foreign country because local supply does not exist or it is insufficient to meet demand requirements; and

(2) The importer that establishes the Product Price is the firm that actually performs the FF&V import service, including, but not limited to: procurement, storage, consolidation, pallets, and palletizing as it applies to the importer's normal commercial sales, and the importer has comparable commercial sales in the market that is the point of import.

(B) A contiguous United States (CONUS) based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the Contracting Officer.

(C) Mandatory source items: The Product Price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The Product Price shall be based on f.o.b. origin/nonprofit agency. (Prices set in accordance with applicable law (f.o.b. origin/nonprofit agency).).

(D) A CONUS-based redistributor's price for a specific manufacturer's product (also known as a stock keeping unit (SKU)) may be considered by the Government as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's published price inclusive of discounts/allowances. This exception must be approved by the Contracting officer on a case by case basis. Support documentation may be required.

(4) "Product allowance" is discounts, rebates, and allowances to be passed on to the Government. In accordance with other provisions of the contract, all discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacture's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or otherwise given to the Contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (or product allowance), shall be reflected via a reduced subsistence total order and receipt electronic system (STORES) price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the United States (U.S.) Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line-item number (CLIN).

(5) "Distribution Price(s)" means the firm fixed price portion of the Contract unit price, offered as a dollar amount per unit of measure, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Product Price, including but not limited to, the performance requirements of this Statement of Work (SOW). Product Price is distinct from and not to be included in the Distribution Price. The Distribution Price may be further segregated into pricing segments covering discrete, solicitation-specific performance requirements.

(6) "Ordering catalog" means the electronic listing of items and their corresponding contract unit prices available for ordering under this contract.

(7) "Ordering month" means Sunday 12:01 AM following the third Wednesday of the month for four consecutive weeks (eastern time (ET), standard or daylight as applicable).

(8) "United States Defense Transportation System (DTS) Ocean Shipping Costs:" DTS ocean transportation costs (for shipping the product from the Prime Vendor's CONUS facility(s) to the prime vendor's OCONUS facility(s), aka "point to point" delivery via DTS), shall be excluded from the Distribution Price. The Defense Transportation System is responsible for point-to-point delivery.

(C) Price adjustments:

(1) General:

(i) All contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the Product Price component of the Contract unit price is subject to adjustment under this clause. After the first ordering month, if the Contractor's Product Price changes for any or all contract unit prices, the Contract unit price shall be changed in the next month's ordering catalog upon the Contractor's request, submitted in accordance with paragraph ii below, by the same dollar amount of the change in the Product Price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering month. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering month.

(ii) Updates to the Product Price: All notices and requests for new item Product Prices and price changes shall be submitted monthly by the third Wednesday of the month. The Product Price shall have any and all product allowance subtractions made prior to presenting the Product Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an email which includes an updated Schedule of Items spreadsheet. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance and approval of updated Product Pricing, the TVLS will update the STORES catalog. The next month's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's ordering catalog.

(iv) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering months. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, supplier documentation regarding rebates/allowances, and any other substantiating information requested by the Contracting Officer.

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia, Pennsylvania, U.S. time on the Friday immediately following the third Wednesday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering month. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower Product Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia, Pennsylvania, U.S. time on the Friday immediately following the third Wednesday of the month. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.

(vii) In the event of a price change not posting or an ordering catalog contract unit price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract unit price, the prime vendor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its ordering catalog and submit a refund for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the ordering catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

- (2) Limitations: All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the Product Prices for material. There shall be no upward adjustment for –

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- (i) Supplies for which the Product Price is not affected by such changes;
 - (ii) Changes in the quantities of material; and
 - (iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract unit price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.
 - (d) Upward ceiling on economic price adjustment: The aggregate of contract Product Price increases for each item under this clause during the contract period shall not exceed **50%** of the initial Contract Product Price, except as provided below:
 - (1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a Contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its price change request no later than the time specified in paragraph (c)(1)(ii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
 - (2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the Contract unit price, the Contractor shall submit the price change request. The price change shall be posted for the following month's ordering catalog.
 - (e) Downward limitation on economic price adjustments: There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.
 - (f) Examination of record: The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales data, the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.
 - (g) Final invoice: The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required or authorized by this clause.
 - (h) Disputes: Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

New Items

Prior to commencement of the first order, DLA Troop Support, the customer and the vendor will collaborate to identify items not found in the Schedule of Items which are to be added to the ordering catalog. Neither the vendor nor customer is permitted to add a new item to the catalog without initiating a new item request.

Procedures for Processing New Items

A. Customer Initiated Item Requests

1. When the Government customer requests a new item(s) not inventoried by the Contractor be added to the contract catalog, the customer shall initiate and provide sufficient information to the Contractor, via the STORES New Item Request Process to enable the contractor to promptly source the required item. NOTE: Prior to all requests, the customer must obtain approval from their Service HQ (Army, Air Force and Navy) and Regional Area Commands where applicable for each service for all catalog item additions.

The Contractor shall source the item and submit their portion of the New Item Request Process in STORES, the fully completed LSN Request Form and required documentation to add such item(s).

2. Customer Initiated Item Requests will be submitted in STORES. Vendor receives the Item Request and submits their item to DLA by filling out all of the required fields. Vendor has up to 5 business days to submit an item to DLA to meet the request if the item is an in-house product and up to 10 business days if the item has to be sourced. After submission, the Vendor receives an email notification and can check the request status in STORES. The Contracting Officer will review the Item Request and determine if the item can be added to the catalog. Once the Contracting Officer approves, the Prime Vendor will have a maximum of 120 days lead time to source, transport and make available the new item to the end-user customers.

3. Each Item request for approval in STORES must have the following information:

- Original Manufacturing Facility Info o Facility Name, Address, City, State, Country, Zip Code
- Manufacturer – from drop down box or typed in if not an option
- Brand – from drop down box or typed in if not an option
- SKU or GTIN
- Vendor Part Number
- Price by Unit of Measure (UOM)
- Catch Weight Item – with Min/Max if applicable
- Storage Type/Condition
- Final Product Price – needs to be opened up to fill out subsequent information o Product Price, Distribution Price, Distribution Price Category
- Estimated Monthly Demand Quantity
- *Additionally if a Local Stock Number is known that would fit the request based on the description, this can be searched for in Associate Existing Stock Number – this is not required, but it can be helpful when identifying an item for a request

4. In addition to the above fields being filled out in the STORES Item Request, the following documents must be attached to the request in STORES before submission to DLA:

- Berry Amendment Documentation/Waiver – something showing that the item is Berry Amendment Compliant or a Domestic Non-Availability Determination
- Invoice / Quote or E-Mail
- Manufacturer Product Spec Sheet – unless the item is a house brand, do NOT supply the Prime Vendor's specifications
- Principal Display Panel (PDP) – the portion of the label including the product name, manufacturer's declared statement of identity, and the case net weight...for meat and poultry items, also include the Handling Statement and Legend/Establishment number
should be an actual photograph of the product/case and needs to be legible
- Information Panel (IP)– the portion of the label including the Ingredient Statement, Nutrition facts, country of origin and the name of the manufacturer, distributor, or broker and their address

*Note: Both the Supplier/Distributor Case Label, PDP and the IP must be an actual photograph of the product/case. These must be legible and should be in a jpg, gif, or PDF format.

5. Written approval from the Contracting Officer shall authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness.

6. New item prices for non-MPA items must be determined fair and reasonable and must be approved by the Contracting Officer prior to the item's addition to the customer's catalog. In accordance with past practice, the customer will continue to determine all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices to be fair and reasonable and approves the addition.

B. Vendor Initiated Item Requests

1. Vendors may initiate an Item Request in STORES for the following reasons: • Vendor Part Number Change

- Manufacturer SKU/GTIN Change
- Pack Size Change
- Vendor Discontinued
- Manufacturer Discontinued
- Adding items back onto an active vendor item catalog, with changes, if the item was previously on the catalog in the past 90 days
- Other (Vendor will need to provide further information for review)

2. The Vendor shall initiate and provide sufficient information to DLA Troop Support, via the STORES Item Request Process to enable the item to be promptly sourced. All fields indicated

with a single asterisk must be filled in by the vendor. Some double asterisk fields should also be entered if they are applicable to the item request being entered.

3. All indicated supporting documentation must be uploaded by the vendor including:

- Principal Display Panel (PDP)
- Invoice/Quote or E-mail
- Information Panel (IP)
- Manufacturer Product Spec Sheet
- Berry Amendment Documentation/Waiver (if applicable)

4. Customers can view Vendor Initiated item requests but cannot edit these requests and are not part of the approval/disapproval process. However, customers may enter comments on these requests.

5. Written approval from the Contracting Officer shall authorize all specified vendor item requests and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness.

6. Item prices must be determined fair and reasonable and must be approved by the Contracting Officer prior to any changes to an NSN or an item's addition to the customer's catalog. Changes regarding an NSN will not be made and items will not be added to the catalog unless the Contracting Officer determines the proposed prices to be fair and reasonable.

There may be instances where the manual process for new item or replacement item requests will need to be utilized and not processed through STORES. These instances will be identified by the applicable TVLS, Contract Specialist and/or Contracting Officer. All requests and the related supporting documentation including the New Item Request Form (NIRF) shall be emailed to the Contracting Officer, Contract Specialist and Tailored Vendor Logistics Specialist ("TVLS") for immediate review. Any request missing information outlined above may not be processed.

The approved Product Price, Distribution Price, and Distribution Price Category for all Item Requests, as submitted through the STORES or the manual process, MUST be what is submitted on the 832 catalog transmission. Incoming 832 catalog transmissions will be verified for compliance. Prices other than those approved will be rejected.

Order Placement & Delivery Requirements

Customers shall place their orders to accommodate a "skip day" delivery. Order placement must be made before 12 noon (Eastern Standard Time) to be considered ordered for the day. For example, orders placed before noon on March 1st would have a required delivery date of March 3rd. Orders placed after noon on March 1st would have a required delivery date of March 4th. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip-day". For orders where less than the normal 48-hour order lead-time is provided to the vendor, every effort will be made to provide such notification to the customer of non-availability of an item prior to the arrival of the delivery.

Delivery time is to be mutually coordinated between the vendor and the customers. Delivery schedules and times will be defined after contract award. Generally, DLA anticipates delivery windows between 5:00 a.m. and 12:00 p.m. However, due to unscheduled ship movement, the Prime Vendor must be

prepared to be able to deliver outside the normal time frames as needed. Due to the high security posture in the area(s) involved under this solicitation, the Prime Vendor may be required to arrive several hours prior to the actual delivery time in order to clear security. Unless properly coordinated with respective military security, it should be noted that changes in delivery vehicles or drivers, and delivery times, during the contract period could cause major delays accessing the ships. This is for informational purposes only.

The Prime Vendor is responsible for meeting all delivery schedule times and must conform to all base/pier security procedures. Security posture in the area is subject to change. All other security orders that are issued by the United States Government, or its personnel, must also be adhered to. All drivers will be responsible to carry proper company picture identification and cell phones, used registered/pre cleared vehicles, and provide the customers with 24 hour notice of anticipated deliveries, for security reasons, in addition to observing any other security measures required by host nation security.

Due to mission requirements, scheduled deliveries might change with little or no notice. In some instances, the vendor might be required to hold the order 2-3 days past the RDD before delivering it, at no additional cost to the Government.

The vendor's customer service representative (CSR) will have to coordinate the deliveries with a Government representative. The Government POC will be provided after award of each order.

The Contractor may be required to perform 24 hours per day, seven days per week, and 365 days per year to include all holidays. Working hours will correspond with the supported unit's mission requirements. The Contractor must at all times maintain an adequate work force to ensure uninterrupted performance of all tasks defined within this solicitation.

The Vendor is responsible for proper storage, segregation, and delivery of product in excellent condition. Items requiring "Protection from Heat" shall be stored and delivered at a temperature below 70 degrees Fahrenheit. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.

If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.

ORDER CANCELLATION

Customers may cancel orders up until 12 noon two days prior (local Guatemala time) to the requested delivery date (RDD). No restocking / disposal charges apply when customer orders are cancelled before 12 noon two days prior to the required delivery date. All other cancellations will be reviewed by the Contracting Officer on a case-by-case basis.

Generally, restocking / disposal charges will be applied for cancellations after 12 noon two days prior to the requested delivery date on orders over \$1K. The vendor must notify the Contracting Officer, in writing, within 24 hours of any cancelled order for which restocking / disposal charges will apply. The vendor's notification must include, purchase order number, order date, requested delivery date, date and time of cancellation, total order dollar value, case count, total applicable restocking / disposal charges and a narrative outlining the events surrounding the cancellation.

For example, if an order has an RDD of May 30, 2016 and the customer cancels at 12 noon on May 28,

2016, no charges will apply. If an order has an RDD of March 30, 2016 and the customer cancels at 12:01 pm on May 28, 2016, restocking / disposal charges will apply.

CUSTOMER SERVICE

Vendors shall treat every customer covered under its contract as it treats its commercial customers. Therefore, any standard treatment and/or customer service policy given to other accounts shall also be given to the customers under these contracts.

Vendors shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all ordering activities. The name of the representative and the phone number, mobile phone number, email address, or any other method of communicating with the representative, shall be furnished to the customer after award.

Since many of our customers only have access to the Government phone network, it is strongly preferred that a toll free number be provided.

SUBSISTENCE TOTAL ORDER AND RECEIPT ELECTRONIC SYSTEM (STORES) & ACCOUNT MANAGEMENT AND PROVISIONING SYSTEM (AMPS)

The Subsistence Total Order and Receipt Electronic System (STORES) is a web-based system that enables customers to order and receipt Subsistence products. Acquiring a STORES account is crucial for efficient order management and invoicing processes. With this account, vendors can seamlessly access orders, review invoices, and ensure timely payments for their services. STORES enables a smoother transaction process and expedites the payment cycle with a more efficient and productive working relationship between the vendor and government.

IMPORTANT: To establish a STORES account these steps must be followed:

1. Vendor must create a DLA Account Management Provisioning System (AMPS) account and apply for an AMPS role specific to STORES.
2. Vendor must read and accept the Electronic User Agreement.
3. Vendor must apply for a STORES Account.
4. Vendor must have a PKI Certificate to access your STORES account within 60 days.

Requirements: Click the link to access AMPS <https://amps.dla.mil/>. Your STORES account will not be approved until you receive the AMPS Role Approval.

5. Upon receiving the award, the vendor is required to apply for an AMPS role and gain access to stores. For further details, kindly contact the Contract Specialist.

Public Key Infrastructure (PKI) Certificate

Effective October 1, 2006, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate is required for all DoD users accessing Market Ready WEB Invoicing and accessing the Reconciliation Tool (Recon-Tool). Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing the Market Ready WEB Invoicing and the Reconciliation Tool. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

Obtaining a PKI certificate

Contractors who do not work 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-government facilities. A list of ECAs is available at https://www.ppirs.gov/pki_info.htm Each contractor employee accessing

Market Ready WEB Invoicing and the Reconciliation Tool will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices vary. Please contact ECAs for pricing. Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

PACKAGING, PACKING, AND LABELING

All packaging, packing and shall be in accordance with best commercial practices.

INSPECTION AND ACCEPTANCE

- A. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Food Service Officer, or the Contracting Officer.
- B. The Prime Vendor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.
- C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. Any product delivered in error and therefore rejected by the receiving official must be taken back to the vendor by the delivery driver. A signature on the delivery ticket denotes acceptance of the product.
- D. The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

SECURITY MEASURES / FORCE PROTECTION

The DLA Troop Support Subsistence Directorate provides worldwide subsistence logistics support during peacetime 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 and ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/Defense/.

The vendor will ensure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The vendor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tampering with or contaminated subsistence supplies.

The following security guidance is also provided:

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- I. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and access limited to appropriate areas. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.
 - II. Review lighting and camera conditions at the warehouse facilities and consider whether fencing and locking devices are adequate. Guards for static security and T-walls shall be considered.
 - III. Never leave open trucks unattended, and use bolt-seals when possible to designate loaded trailers. Serial coded security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. The contractor will ensure that employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

ORDER INVOICING

Submitting an invoice requires STORES access and instruction to obtain access has been provided in the Subsistence Total Order and Receipt Electronic System (STORES) & Account Management and Provisioning System (AMPS) section of this SOW. Instructions for submitting an invoice via STORES are included in the “STORES Reconciliation Tool – Guide for Reconciliation Non-EDI Vendor Users” which is included as an attachment to this solicitation. The instructions begin on page 28 in section 3.1 “Creating Invoices.”

FILL RATE/SUBSTITUTIONS

Definitions:

- Cases accepted: product that the customer has received and receipted not including damaged cases, mispicks, and product substitutions.
- Cases ordered: product requested by a customer
- Order fill rate: shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, rejected product, etc. (No other method of calculating fill rate will be accepted):

Fill Rate calculation: $\text{Cases accepted} / \text{Cases ordered} \times 100 = \text{fill rate \%}$

Vendors are required to maintain at a minimum a 98.0% fill-rate without substitutions.

The contractor will submit a report for each order to the DLA Troop Support Contracting Officer with the following information:

- Fill Rate with and without Substitution
- List of all items that were Not in Stock, Returned, Damaged, Mis-picks and Substitutions, etc.

EMERGENCY ORDERS

- A. The Contractor must be able to receive and process purchase orders on any day of the week to include holidays. Delivery days and times are not restricted and may be every day of the week. The Prime Vendor will provide a minimum of two “emergency” orders per month per customer

at no additional charge. Emergency orders are those that are required outside normal delivery schedules. All emergency orders for supplies must be same day service. Expeditious fulfillment of the emergency requirements is imperative. Not-In-Stock replacement fills by the Prime Vendor with alternate items to the customer on day of delivery will not be considered an emergency order.

- B. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number.

AUTHORIZED RETURNS

- A. The contractor shall accept returns under the following conditions
 1. Products shipped in error;
 2. Products damaged in shipment;
 3. Products with concealed or latent damage;
 4. Products delivered in unsanitary delivery vehicles;
 5. Products that do not meet the minimum quality requirements;
 6. Products delivered that fail to meet the minimum/maximum specified temperature;
 7. Quantity excess as a result of order input error and
 8. Any other condition not specified above that is determined a valid reason for return by customer.
- B. Any other condition not specified above that is deemed by the Contracting Officer to be a valid reason for return.

CONTRACT ADMINISTRATION DATA

- A. The DLA Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DLA Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Contracting Officer.

PAYMENTS

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Term and Conditions – Commercial items" and any addendum.
- C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C.3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

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- D. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
 - E. Vendor Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the BSM website. The Prime Vendor will have access to “unreconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the Prime Vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.
 - F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, “Mandatory Information for Electronic Funds Transfer Payment” appearing in the section of this solicitation entitled “Contract Clauses”. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

<u>FIC</u>	<u>Stock Number</u>	<u>Description</u>	<u>UNIT OF ISSUE</u>	<u>Product Price (PP)</u>			<u>Distribution Price (DP)</u>			<u>Total (DP+PP)</u>		
V01	891501E213584	APPLES, GREEN	LB									
V03	891501E213585	APPLES, EATING, RED	LB									
V09	891501E213588	AVOCADOS	LB									
V10	891501E213589	BROCCOLI	LB									
V11	891501E213590	BANANAS	LB									
V13	891501E213592	CABBAGE, DANISH	LB									
V18	891501E213594	CANTALOUPE	LB									
V21	891501E213595	CARROTS	LB									
V25	891501E213596	CAULIFLOWER	LB									
V27	891501E213597	CELERY	LB									
V31	891501E213598	CARROTS	LB									
V42	891501E213599	CUCUMBERS	LB									
V52	891501E213600	GARLIC, DRY	LB									
V54	891501E213601	GRAPEFRUIT	LB									
V57	891501E213602	GRAPES, RED	LB									
V58	891501E213603	GRAPES, WHITE	LB									
V61	891501E213604	HONEYDEW MELONS	LB									
V66	891501E213605	KIWI FRUIT	LB									
V67	891501E213606	LEMONS	LB									
V69	891501E213607	LETTUCE, IND	LB									
V77	891501E213608	LIMES	LB									
V78	891501E213609	MUSHROOMS	LB									
V79	891501E213610	NECTARINES	LB									
V80	891501E213611	MANGOES	LB									
V83	891501E213612	ONIONS, YELLOW	LB									
V85	891501E213613	ONIONS, RED	LB									
V89	891501E213615	ORANGES	LB									
V93	891501E213617	PARSLEY	LB									
V99	891501E213619	PEARS	LB									
W02	891501E213620	PEPPERS, GREEN	LB									
W04	891501E213638	PEPPERS, RED	LB									
W07	891501E213622	PINEAPPLE	LB									
W09	891501E213623	PLUMS	LB									

W11	891501E213624	POTATOES, SWEET	LB					
W24	891501E312394	RASPBERRIES, FRESH, BUY IN 1 LB INCREMENTS	LB					
W26	891501E213628	ROMAINE	LB					
W31	891501E213629	SPINACH	LB					
W35	891501E213632	STRAWBERRIES	LB					
W41	891501E213634	TOMATOES	LB					
W43	891501E213635	TOMATOES, CHERRY	LB					
W50	891501E213636	WATERMELONS	LB					
X84	891501E213066	BLUEBERRIES, FRESH, BULK, BUY IN 1 LB INCREMENTS	LB					
	891501E310216	POTATOES, FRESH, WHITE, BUY IN 1 LB INCREMENTS	LB					
	897001E010027	RESTOCKING / DISPOSAL FEE	EA					
	Total Items	43	Total LB					

Additional Fees

Restocking / Disposal Price: